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राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

सोमवार, 22 जून, 2026 / 01 आषाढ़, 1948

हिमाचल प्रदेश सरकार

LABOUR EMPLOYMENT & OVERSEAS PLACEMENT DEPARTMENT

NOTIFICATION

Dated, the Shimla-171 002

No: LEP-E/1/2024 08-06-2026.—In exercise of the powers vested under section 17 (1) of the Industrial Disputes Act, 1947, the Governor Himachal Pradesh is pleased to order the publication of awards of the following cases announced by the **Presiding Judge, Labour Court**

-*cum*-Industrial Tribunal, Dharamshala, H.P. on the website of the Printing & Stationary Department, Himachal Pradesh *i.e.* **"e-Gazette":—**

Sl. No.	Ref./ No.	Petitioner	Respondent	Date of Award/Order
1.	120/21	Ashwani Kumar	Factory Manager, M/S Haustus Biotech	17-04-2026
2.	63/25	Vijay Rana	Factory Manager, M/S Midas Care Pharmaceuticals, Una.	17-04-2026
3	37/24	Ganpati Kumar	M/S Bector Food Specialties, Una	18-04-2026
4.	36/24	Chanchla Devi	Dy. Dir. Elementary Edu. Una& Other	25-04-2026
5.	23/23	Poonam	Principal Sahaja Pub. School	29-04-2026
6.	60/17	President Desi Sharab	M.D., H.P. GIC & other	30-04-2026
7.	272/10	Kanshi Ram	D.F.O. Sunder Nagar	30-04-2026
8.	94/23	Suresh Kumar	M/S Venus Remedies Ltd.Panchkula	30-04-2026

By order,
Sd/-
(PRIYANKA BASU INGTY),
Secretary (Lab. Emp. & O.P.) .

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-cum**-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (HP)**

Reference No. : 120/2021 Date of Institution : 22-11-2021 Date of Decision : 17-4-2026

Shri Ashwani Kumar s/o Shri Bhisham Singh, r/o Village Polian Beat, Tehsil Haroli, District Una, H.P. .....*Petitioner.*

Versus

The Occupier/Factory Manager, M/s Haustus Biotech Private Limited, 44-45, Industrial Area, Tahliwal, Tehsil Haroli, District Una, H.P. .....*Respondent.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Nemo
For Respondent : Sh. Sanjeev Gupta, Ld. Adv.

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Joint Labour Commissioner:—

> "Whether the termination of services of Shri Ashwani Kumar s/o Shri Bhisham Singh, r/o Polian Beet, Tehsil Haroli, District Una, H.P. *w.e.f.* 29-04-2021 by the Occupier/Factory Manager, m/s Haustus Biotech Private Limited, 44-45, Industrial Area, Tahliwal, Tehsil Haroli, District Una, H.P., without complying with the

provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer/management?"

2. The petitioner in the present case failed to appear before this court on 30-3-2026 at Una. The report shows that the petitioner was duly served for the said date. Despite due service and knowledge of the proceedings he did not put his presence nor any Counsel appeared on his behalf. Section 10(B) Clause 9 read with the Industrial Disputes (Central) Rules, 1957."

> "10-B (9) In case any party defaults or fails to appear at any stage the Labour Court, Tribunal, or National Tribunal, as the case may be, may proceed with the reference *ex-parte* and decide the reference application in the absence of the defaulting party."

3. It is argued by learned counsel for respondent that the onus of proving the averments and allegations by way of leading oral or documentary evidence in the court is on the claimant. The learned counsel for respondents has further submitted that considering the conduct of the petitioner and the fact that he is not able to substantiate the allegations by way leading evidence the reference cannot be decided in favour of the claimant.

4. The perusal of the case file shows that the petitioner has received the summons of the court as ample opportunities has been granted to the petitioner to appear before this court to produce evidence oral as well as documentary. He failed to produce the evidence and despite having knowledge of the proceedings failed to appear before this court hence he was proceeded *ex parte*. The onus of proving the fact that termination of the services of the petitioner by the respondent *w.e.f.* 29-4-2021 was illegal and unjustified was on the petitioner. In absence of cogent evidence to this effect the reference cannot be decided in the favour of petitioner. Rule 22 of The Industrial Disputes (Central) Rules, 1957 also provides as follow:—

> "22. Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.—If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

5. Hon'ble Supreme Court in **M/s Haryana Suraj Malting L.t.d. vs. Phool Chand, AIR 2018 SC 2670** has observed thus under the statutory scheme the Labour Court/Tribunal is empowered to follow its own procedure as it thinks fit, meaning thereby, a procedure which is fit and proper for the settlement of the Industrial Dispute and for maintaining industrial peace. If a party fails to attend the Court/Tribunal without showing sufficient cause, the Court/Tribunal can proceed *ex parte* and pass an *ex parte* award. The award, ex parte or otherwise, has to be sent to the appropriate Government as soon as it is made and the appropriate Government has to publish it within 30 days of its receipt. The award thus published becomes enforceable after a period of 30 days of its publication.

6. In the circumstances of the present case also the reference was made to this court however claimant/petitioner failed to adduce evidence to substantiate allegations.

Relief.

7. In view of the above, the reference/claim petition is not maintainable and is accordingly dismissed. The parties are left to bear their costs.

8. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 17th day of April, 2026.

(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala (H.P.).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM -INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)

Reference No. : 63/2025 Date of Institution : 26-8-2025 Date of Decision :17-4-2026

1. Shri Vijay Rana and other workers through Midas Care Workers Union (Regd.), Village & Post Office Bathu, Tehsil Haroli, District Una, H.P. .....*Petitioner.*

Versus

2. The Factory Manager, M/S Midas Care Pharmaceuticals Pvt. Ltd., Village & Post Office Bathu, Tehsil Haroli, District Una, H.P. .....*Respondent.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Nemo

For Respondent : Sh. Anish J.P., Ld. Adv.

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:—

> "Whether the demand raised by Shri Vijay Rana & other workers through Midas Care Workers Unino (Regd.), Village & Post Office Bathu, Tehsil Haroli, District Una, H.P. before the Factory Manager, M/S Midas Care Pharmaceuticals Pvt. Ltd., Village & Post Office Bathu, Tehsil Haroli, District Una, H.P., *vide* demand notice dated 24-04-2024, regarding increase in annual increment, as alleged by the workmen, is maintainable, legal and justified? If yes, what relief of past service benefits, other consequential service benefits the above workmen are entitled to from the above employer? If not, what its legal effects?"

2. The petitioner and other workers in the present case failed to appear before this court on 30-3-2026 at Una. The report shows that the petitioner and other workers were duly served for the said date. Despite due service and knowledge of the proceedings they did not put their presence

nor any Counsel appeared on their behalf. Section 10(B) Clause 9 read with the Industrial Disputes (Central) Rules, 1957."

> "10-B (9) In case any party defaults or fails to appear at any stage the Labour Court, Tribunal, or National Tribunal, as the case may be, may proceed with the reference *ex-parte* and decide the reference application in the absence of the defaulting party."

3. It is argued by learned counsel for respondent that the onus of proving the averments and allegations by way of leading oral or documentary evidence in the court is on the claimants. The learned counsel for respondent has further submitted that considering the conduct of the petitioners and the fact that they are not able to substantiate the allegations by way leading evidence the reference cannot be decided in favour of the claimants.

4. The perusal of the case file shows that the petitioners had received the summons of the court and ample opportunities had been granted to the petitioners to appear before this court to produce evidence oral as well as documentary. They failed to produce the evidence and despite having knowledge of the proceedings failed to appear before this court hence they were proceeded *ex parte*. The onus of proving the fact that the demands of the petitioners by the respondent vide demand notice dated 24-4-2024 was legal and justified was on the petitioners. In absence of cogent evidence to this effect the reference cannot be decided in the favour of petitioners. Rule 22 of The Industrial Disputes (Central) Rules, 1957 also provides as follow:—

> "22. Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed *ex-parte*.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

5. Hon'ble Supreme Court in **M/s Haryana Suraj Malting Ltd. vs. Phool Chand, AIR 2018 SC 2670** has observed thus under the statutory scheme the Labour Court/Tribunal is empowered to follow its own procedure as it thinks fit, meaning thereby, a procedure which is fit and proper for the settlement of the Industrial Dispute and for maintaining industrial peace. If a party fails to attend the Court/Tribunal without showing sufficient cause, the Court/Tribunal can proceed ex parte and pass an *ex parte* award. The award, *ex parte* or otherwise, has to be sent to the appropriate Government as soon as it is made and the appropriate Government has to publish it within 30 days of its receipt. The award thus published becomes enforceable after a period of 30 days of its publication.

6. In the circumstances of the present case also the reference was made to this court however claimants/petitioners failed to adduce evidence to substantiate allegations.

Relief.

7. In view of the above, the reference/claim petition is not maintainable and is accordingly dismissed. The parties are left to bear their costs.

8. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 17th day of April, 2026.

(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala (H.P.).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM -INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)

Reference No. : 37/2024 Date of Institution : 05-9-2024 Date of Decision :18-4-2026

1. Shri Ganpati Kumar s/o Shri Gian Chand, r/o Ward Number-6, 16A, Santoshgarh, Tehsil & District Una, H.P. .....*Petitioner.*

Versus

2. The Employer, M/s Mrs. Bector Food Specialties Limited, Plot No. 13, Tahliwal, Tehsil Haroli, District Una, H.P. …..Respondent.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Nemo
For Respondent : Sh. Sh. N.L. Kaundal, Ld. AR

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:—

> "Whether the termination of services of Shri Ganpati Kumar S/O Shri Gian Chand, R/O Ward Number-6, 16A, Santoshgarh, Tehsil & District Una, H.P. *w.e.f.* 14.10.2022 after conducting domestic enquiry by the Employer, M/S Mrs. Bector Food Specialties Limited, Plot No. 13, Tahliwal, Tehsil Haroli, District Una, H.P., without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer?"

2. The petitioner in the present case failed to appear before this court on 30-3-2026 at Una. The report shows that the petitioner was duly served for the said date. Despite due service and knowledge of the proceedings he did not put his presence nor any Counsel appeared on his behalf. Section 10(B) Clause 9 read with the Industrial Disputes (Central) Rules, 1957."

> "10-B (9) In case any party defaults or fails to appear at any stage the Labour Court, Tribunal, or National Tribunal, as the case may be, may proceed with the reference *ex-parte* and decide the reference application in the absence of the defaulting party."

3. It is argued by learned Authorized Representative for respondent that the onus of proving the averments and allegations by way of leading oral or documentary evidence in the court is on the claimant. The learned Authorized Representative for respondent has further submitted that

considering the conduct of the petitioner and the fact that he is not able to substantiate the allegations by way leading evidence the reference cannot be decided in favour of the claimant.

4. The perusal of the case file shows that the petitioner has received the summons of the court and ample opportunities has been granted to the petitioner to appear before this court to produce evidence oral as well as documentary. He failed to produce the evidence but despite having knowledge of the proceedings failed to appear before this court hence he was proceeded *ex parte.* The onus of proving the fact that termination of the services of the petitioner by the respondent *w.e.f.* 14-10-2022 was illegal and unjustified was on the petitioner. In absence of cogent evidence to this effect the reference cannot be decided in the favour of petitioner. Rule 22 of The Industrial Disputes (Central) Rules, 1957 also provides as follow:—

> "22. Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed *ex-parte*.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

5. Hon'ble Supreme Court in **M/s Haryana Suraj Malting Ltd. vs. Phool Chand, AIR 2018 SC 2670** has observed thus under the statutory scheme the Labour Court/Tribunal is empowered to follow its own procedure as it thinks fit, meaning thereby, a procedure which is fit and proper for the settlement of the Industrial Dispute and for maintaining industrial peace. If a party fails to attend the Court/Tribunal without showing sufficient cause, the Court/Tribunal can proceed *ex parte* and pass an *ex parte* award. The award, *ex parte* or otherwise, has to be sent to the appropriate Government as soon as it is made and the appropriate Government has to publish it within 30 days of its receipt. The award thus published becomes enforceable after a period of 30 days of its publication.

6. In the circumstances of the present case also the reference was made to this court however claimant/petitioner failed to adduce evidence to substantiate allegations.

Relief.

7. In view of the above, the reference/claim petition is not maintainable and is accordingly dismissed. The parties are left to bear their costs.

8. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 18th day of April, 2026.

(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala (H.P.).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT - CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)

Ref. No. : 36/2024 Date of Institution : 05-9-2024 Date of Decision :25-4-2026

Smt. Chanchla Devi w/o Shri Mukesh Kumar, r/o Village Ghandawal, P.O. Batuhi, Tehsil and District Una, H.P. ....*Petitioner.*

Versus

1. The Deputy Director, Elementary Education, Una, District Una, H.P.

2. The Block Elementary Education Officer, Una, District Una, ...*Respondents.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the petitioner : Sh. Ankur Soni, Ld. Adv. For the respondent(s) : Sh. B.C. Katoch, Ld. Dy. D.A.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner:—

> "Whether the termination of services of Smt. Chanchla Devi w/o Shri Mukesh Kumar, r/oVillage Ghandawal, P.O. Batuhi, Tehsil & District Una, H.P. who has worked as mid day meal worker *w.e.f.* October, 2022 by (ii) the Deputy Director Elementary Education, Una, District Una, H.P. (iii) the Block Elementary Education Officer, Una, District Una, H.P., without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employers?"

2. The brief facts as stated in the claim petition are that the services of the petitioner (Smt. Chanchla Devi) was appointed in the capacity of cook in the year 2007 by respondent no.1 without appointment letter and she was appointed in Government Primary School Rakkar Colony, Tehsil & District Una, H.P. No term and condition were settled with the workman at the time of her appointment and she was deputed to work at works office The Director, Elementary Education, Una, District Una, H.P. At the time of joining of petitioner her salary was fixed Rs. 200/- per month and last salary *i.e.* Rs. 3500/- was withdrawn by applicant/petitioner. It is asserted that the applicant/petitioner was appointed on the recommendation of PTA during her services till July, 2008. It is asserted that there was no complaint against applicant/petitioner and she was efficient in the work. The work and conduct of the applicant/petitioner with the employer was fully satisfactory during her services and she reported day to day *w.e.f.* 2007 to July 2008. It is asserted that during service period of petitioner no complaint, show cause notice as well as charge-sheet had been received by applicant/petitioner from her employer against any alleged misconduct. It is asserted that in August, 2008 the head teacher of the school *i.e*. Government Primary School Rakkar Colony Tehsil and District Una, H.P. stopped to mark attendance of the applicant/petitioner and verbally told that she would be terminated without any notice or show cause notice as they had to accommodate another lady in her place. It is alleged that head teacher had made false record against the applicant/petitioner as well as manipulated the complaints. He had not allowed the applicant/petitioner to mark her presence in the attendance register. In this regard, the

applicant/petitioner filed demand notice and on the basis of demand notice, she (petitioner) was transferred from the school to Sub Center (Rakkar Colony). It is asserted that in the month of October, 2022 the applicant/petitioner was called by Government Primary School Behdala along-with utensils and other things which were in her custody and she was informed that the sub Center (Rakkar Colony) was closed and also told that they would be calling her again but she was not called till date. It is asserted that applicant/petitioner was terminated and she was left with no job without any notice. When the petitioner demanded in writing the record of her termination or closure of sub center (Rakkar Colony) it was of no avail. It is alleged that the services of petitioner was unlawfully terminated/discontinued without any prior intimation in writing. It is asserted that petitioner was not paid one month salary in lieu of notice period under Section 25 Clause F (a) as well as no retrenchment compensation was given to the petitioner which was mandatorily required under Section 25 Clause F (b) of the Industrial Disputes Act, 1947. It is asserted that no intimation was given to the Labour Commissioner, Himachal Pradesh as well as Labour Officer and Labour Inspector Una regarding her termination/retrenchment which was mandatory under Section 25 Clause F(c) of the Industrial Disputes Act, 1947. It is asserted that respondents had violated the provisions of Section 25 Clause H of the Industrial Disputes Act as no opportunity of re-employment was ever given to the petitioner. It is asserted that the act of employer to adopt unfair labour practice to terminate the services of petitioner without conducting inquiry against her alleged misconduct was highly unjustified, arbitrary, unconstitutional and against the Articles 14 and 16 of Constitution of India as well as mandatory provisions of the Industrial Disputes Act, 1947. It is asserted that the petitioner is still unemployed and not gainfully employed anywhere from the date of her termination, hence the petitioner is entitled to full back wages from the date of termination till the date of her reinstatement. It is therefore prayed that in view of submissions made the termination of petitioner may be set aside and respondents be directed to pay litigation cost to the petitioner amounting to Rs. 15000/-.

3. In reply to the claim petition preliminary objections qua maintainability, petitioner not approaching court with clean hands, locus standi, cause of action, concealment of material facts and non joinder of necessary party have been raised. On merits, it is submitted that VEC Committee GPS Rakkar Colony had appointed the petitioner for Mid Day Meal in the school in the year 2007. It is asserted that the appointment of petitioner was on contractual basis and replying respondent had no concern with the appointment and removal of the petitioner from the work. It is asserted that many complaints were received against the petitioner and VEC Committee GPS Rakkar Colony terminated her services on 5.9.2009 and thereafter petitioner never attended the school. It is asserted that petitioner was further appointed in February, 2009 by the VEC in NRST Centre Basoli Road Rakkar Colony. In the month of October, 2022 aforesaid centre was closed and petitioner herself moved an application as centre was closed and left the job. It is asserted that the replying respondent only allocated the funds for Food Articles to the school as per Centre Government directions. It is submitted that the petitioner was appointed by VEC/SMC committee. It is denied that petitioner was efficient in her work. It is asserted that number of complaints was made by the students against the petitioner regarding the meal. On 5.9.2008 a meeting was conducted under the Chairmanship of Veena Garg who was pradhan of V.E.C. Committee GPS Rakkar colony. It is asserted that neither the petitioner was appointed by the respondents nor dismissed from the work in 2008. It is submitted that the HT GPS Rakkar Colony had issued registered letter to the petitioner regarding this matter but the petitioner had refused to receive the same. Head Teacher had no personal interest in the appointment of some other lady and the allegations leveled against the head teacher are denied. It is denied that petitioner was transferred to NRST centre. It is asserted that petitioner was appointed by VEC NRST centre Basoli Road Rakkar Colony in February, 2009 and there was no concern of replying respondent. It is submitted that in the month of October, 2022 the services of petitioner were terminated from NRST Centre Basoli Road, Rakkar Colony Una due to closer of NRST centre. Moreover the strength of students became less as per schedule mentioned in EGS/AIE the students norms of engagement of teacher, hence

NRST centre was closed in the year 2022. It is asserted that Government Primary School Behdala, the petitioner was called along-with all utensils and other things. It is submitted that petitioner herself moved an application in which she was stated that NRST centre was closed. It is asserted that petitioner herself had left the job as NRST Centre Rakkar Colony was closed. Other averments made in the claim petition were denied and it is prayed that petition be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the termination of services of the petitioner *w.e.f.* October, 2022 by the respondents was without complying with the provisions of the Industrial Disputes Act, 1947, as alleged? OPP

2. If issue No.1 is proved in affirmative, whether the petitioner is entitled to back wages, seniority, past service benefits and compensation, as alleged? OPP

3. Whether the claim petition is not maintainable in the present form, as alleged OPR

4. Whether the petitioner has not approached to the Court with clean hands, as alleged? OPR

5. Whether the petitioner has no locus standi and cause of action to file the present claim, as alleged? OPR

6. Whether the claim petition is bad for non-joinder of the necessary party, as alleged? OPR

7. Relief.

6. The petitioner in order to prove her case examined himself as PW1 by way of affidavit Ext. PW1/A and also tendered in evidence the documents *i.e.* copy of reference dated 8-8-2024 Ext. PW1/B, copy of bank statement Ext. PW1/C, postal receipts Ext. PW1/D, copy of demand notice Ext. PW1/E, copy of detail/information Mark-A and copy of salary certificate Mark-B. Petitioner has also examined one Shri Atul Sharma, presently posted as District Coordinator Midday Meal, Office of Dy. Director Elementary Education, District Una, H.P. as PW2 who had stated that he brought the original record of Smt. Chanchla Devi pertaining to salary as per their record Rs. 3500/- per month was disbursed to her through their PFMS System, copy of salary for the month of September and October, 2022 which are exhibited as Ext. PW2/A and Ext. PW2/B.

7. Respondents on the other hand have examined one Shri Som Lal Dhiman, Deputy Director, School Education (Elementary), Una, Tehsil & District Una, H.P. as RW1 by way his affidavit Ext. RW1/A. He has also produced on record the documents *i.e.* copy of application dated 25-8-2008 Ext. RW1/B, copy of complaint dated 1-9-2008 Ext. RW1/C, copy of complaint dated 5-9-2008 Ext. RW1/D, copy of application dated 22-11-2008 Ext. RW1/E, copy of order dated 22-11-2008 Ext. RW1/F, copy of proceedings Ext. RW1/G, copy of request letter of the petitioner Mark-A, copy of guidelines Ext. RW1/J and copy of Education Guarantee Scheme Ext. RW1/K. The respondents have also examined Shri Atul Sharma, District Coordinator, School Education (Elementary) Una, Tehsil and District Una, H.P. as RW2 who has tendered in evidence copy of request letter of the petitioner which is Mark-A now exhibited as Ext. RW2/A.

8. I have heard the learned Counsel for the petitioner as well as learned Dy. D.A. for the respondents at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1 : Partly yes
Issue No. 2 : Decided accordingly
Issue No. 3 : No.
Issue No. 4 : No.
Issue No. 5 : No.
Issue No. 6 : No.

Relief. : Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issue No. 1

10. Petitioner in the present case has alleged that she was appointed as cook at Government Primary Rakkar Colony by the Director, Elementary Education Una and the last salary which she was drawing from the respondents Rs. 3500/- per month. She has alleged biased attitude of headmaster of the school and false complaint being made against her with a motive to terminate her services. These circumstances according to her forced her to issue demand notice after which she was transferred to Sub Centre Rakkar Colony. In 2022 she was told that Sub Centre Rakkar is closed and she would be called again. Thereafter she was not called back by the respondents. She alleges that she was reduced to jobless status and no opportunity of employment was ever afforded to her. She has also alleged that termination of her services was in violation of the Industrial Disputes Act, 1947 and without mandatory compliance of Section 25 Clause F of the Industrial Disputes. She admitted that midday meal scheme was introduced in the year 2006 which was Central Government scheme. She admitted that she was employed as worker in the Government Primary School Rakkar by the Village Education Committee. She however denied that the complaints were received against her with regard to not preparing meal properly. She admitted that in the year 2008 she was transferred to Basoli Road Rakkar. She admitted that she doing the work of cook at NRST Basoli Road Rakkar. She admits that midday meal worker are not kept when strength of students becomes less than 25. She admits that till the year 2022 teachers were working in NRST Basoli Road Rakkar. She has denied that she wrote a letter Mark-F but admitted her signature which according to her were done with the intention of sending her to another school. She denied that NRST Centre was closed as the children were less than 25 however stated that teachers had left the centre for permanent job.

11. RW1 Shri Som Lal Dhiman, Deputy Director School Education (Elementary), District Una has stated on oath that petitioner was appointed as midday meal worker in the year 2007 at GPS Rakkar Colony VEC Committee. Many complaints were received against her due to which VEC committee terminated her services on 5-9-2008.Thereafter she never attended the school. In February, 2009 petitioner was further appointed by VEC NRST Centre Basoli Rakkar Colony. In October, 2022 the aforesaid centre was closed and petitioner herself moved out. The centre was closed and she left the job out of her own free will. The above statements reflect that petitioner was initially working as midday meal worker in the year 2007 in Government Primary School Rakkar under VEC Committee, Govt. Primary School Rakkar. Subsequently from February, 2009 till October, 2022 the services of petitioner were employed at NRST Centre Basoli, Rakkar Colony. These services were terminated as the said centre had closed. The fact that petitioner was working in Govt. Primary School Rakkar from 2007 to 2008 and her services were terminated in the year

2008 due to some complaints is not of any relevance in the present reference. There is no proof of any disciplinary proceedings and/or an inquiry conducted against the petitioner to prove the allegations made in the complaints the copy of which have been produced by the respondents.

12. RW1 Shri Som Lal Dhiman has admitted that no process of Section 25-F of the Industrial Disputes Act, 1947 was followed before disengagement of the petitioner in the year 2022. He admits that funds are provided by the Government through management of SMC which is being conducted and carried out by the parents. He admits that petitioner had completed 240 days of work in each year of her services till the time of her disengagement. There is no objection that petitioner fell within the ambit of definition of 'workman' under the Industrial Disputes Act, 1947. Learned Deputy District Attorney has argued that NRST was introduced under the Central funded scheme. PW2 Shri Atul Sharma, District Coordinator, School Education (Elementary), Una, District Una, H.P. has also admitted that funds under PFMS were released by Central Govt. and State Govt. had no concern. He also admits that NRST opened under the guidelines under Sarvsiksha Abhiyan which was launched by Central Government. He has brought the salary record amounting to Rs. 3500/- which was being paid to the petitioner under PFMS system which are exhibited as Ext. PW2/A and Ext. PW2/B. The contention of the respondents regarding Central Government Scheme funding is not itself sufficient to absolve the respondents from their duty as an employer and their relationship as an employer with the petitioner. RW1 Shri Som Lal Dhiman (RW1) has admitted that the wages were calculated by respondents department and it was also released by them. The guidelines for functioning of National Programme of Nutritional Support to Primary Education, 2006 Ext. RW1/J and its components and norms provided for central assistance most specifically described in stipulation under clause 2.3. The said policy/scheme was being implemented with minimum contribution of States and UTs. The assistance was provided by the Central Govt. but implementation was done through respondents department. This means that petitioner was working under the control and supervision of the respondents department and her remuneration was also ascertained and released by the process of respondent no.1. In these circumstances it cannot be denied that petitioner was indeed a workman working under the control and supervision of the respondents. The petitioner undoubtedly performed work at NRST Basoli Road Rakkar from February, 2009 to October, 2022 completing 240 days of work in each calendar year of her almost 13 years of services. Thus the termination of the petitioner by the respondents without complying with the provisions of Section 25 Clause F of the Industrial Disputes Act, 1947 was not legal and justified. The issue no.1 is decided accordingly in the favour of the petitioner.

Issue No. 2

13. It has been proved that the petitioner was a workman and was being eligible under Section 25 Clause B of the Industrial Disputes Act, for the compliance under Section 25 Clause F of the Act however the respondents discontinued her services without complying with the mandatory provisions of the Industrial Disputes Act, 1947. It is also clear from the statement of the parties and the documents on record that there was no regular sanctioned post on which the petitioner was working, the employment of the petitioner was solely based upon the funds which were being received from the Central Government and it was also depending upon the number of students in the school. In these circumstances the petitioner cannot be held entitled to any order with regard to the past service benefits and regularization however since the respondents have disengaged her without compliance of the mandatory provisions of the Industrial Disputes Act, 1947 she is held entitled to lump sum compensation of Rs. 2 lakh to be paid by the respondents for her illegal termination from her service.

Issues No. 3,4,5 and 6

14. The onus of proving these issues was on the respondents. The defense of the respondents primarily based upon the fact that the employment of the petitioner was on account of

the funds being issued by the Central Government and since the centre stopped functioning, her service could not be continued. It is however clear that petitioner was duly qualified as a workman to receive the benefits of Section 25-F of the Industrial Disputes Act, 1947. There are no circumstances brought forward from the oral and documentary evidence to establish that petitioner had suppressed the material facts from this court and/or that the claim petition was bad for non-joinder of necessary parties. The petitioner has worked with the respondents more than 13 years continuously hence she has the locus standi and cause of action being terminated without mandatory statutory compliance of the Industrial Disputes Act. In these circumstances issues no. 3 to 6 are decided in the favour of the petitioner and against the respondents.

RELIEF

15. In view of my discussion on the issues no. 1 to 6 above, the claim petition succeeds and is partly allowed. The petitioner is held entitled to lump sum compensation of Rs. 2 lakh to be paid by the respondents for her illegal termination from her service. Parties are left to bear their costs.

16. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 25th day of April, 2026.

(PARVEEN CHAUHAN),
Sd/-
Presiding Judge,
Labour Court-cum-Industrial Tribunal,
Kangra at Dharamshala (H.P.).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM **-I-NDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No.: 23/2023 Date of Institution: 09-3-2023 Date of Decision: 29-4-2026

Ms. Poonam (Nurse) w/o Shri Vinay Kumar, r/o Village Sheela, Near Bus Stand Passu, District Kangra, H.P. ....*Petitioner.*

Versus

Principal, International Sahaja Public School, Talnoo, Naddi, Dharamshala, District Kangra, H.P. & Ors. ....*Respondents.*

Direct Claim Petition under Section 10 read with Section 2(A) of the Industrial Disputes Act, 1947

For the Petitioner : Ms. Ankita, Ld. Adv.

For Respondent(s) : Sh. Adhar Gupta, Ld. Adv.

AWARD

This is a direct claim petition under Section 10 read with Section 2(A) of the Industrial Disputes Act, 1947 filed on behalf of the petitioner. The brief facts as stated in the claim petition are that petitioner Ms. Poonam was appointed as school nurse by the respondent on 10-5-2019 and her services were terminated *vide* letter No. Ref No. 202007118 dated 7th July, 2020 *w.e.f.* 10th August, 2020. It is asserted that the post of nurse in a CISCE affiliated school is of permanent nature. It is asserted that as a permanent employee pattern the last drawn wages of worker was Rs. 21557/- in compliance of letter shared by school Principal to the petitioner *vide* PR/2023/078 dated 24th February, 2023 which elaborated the monetary wages of petitioner. It is asserted that petitioner had performed continuous service of 459 days under the respondent *w.e.f.* 10-5-2019 till 10th August, 2020 until the mala fide and intentional planned termination of her services was carried out to get a wrongful monetary gain from worker in lieu of her kids studies by making them alumni and as such the respondent taken an illegal route of termination/altering of service candidature of the petitioner. The certified experience letter issued by respondent no.1/Principal vide no. REF/PR1001164 dated 19.5.2021 describes the continuous service of 459 days of the petitioner. It is asserted that after the Grievance Redressal Committee *vide* order dated 12-1-2023 constituted under Chairmanship of Deputy Commissioner, Kangra at Dharamshala the total number of continuous service days in addition of 92 days by order in continuous service of 459 days till termination now stood at 551 days of service until 10th November, 2020. It is asserted that petitioner falls under the category of permanent workman as envisaged under the Industrial Employment (Standing Orders) Act, 1946 and rules in the definition of classification of workman. It is alleged that general instructions issued by Director of Higher Education Himachal Pradesh was violated by the respondents. It is asserted that in accordance with CISCE Affiliation Rules under Chapter III 10. Infirmary (e) at page no.20, the post of a school nurse is of permanent nature. It is asserted that school is a beneficiary of CISCE affiliation and bound to comply with the affiliation rules however the post and work of school nurse is still present. It is asserted that the petitioner had performed her service with the management without any fault during her service tenure she was never issued any warning letter, advisory letter, charge-sheet etc. It is asserted that the service description of school nurse as skilled manual workman was elaborated in the rejoinder submitted before the District Labour Officer. It is asserted that gross violation, harassment and victimization of employee/workman by the employer could be assessed by the by followed chronological sequence of events in the year 2020 '*(a) after the usual yearly school winter vacations of 15 December 2019 to 15 February 2020, the petitioner's services were in continuation in the year 2020 from 17 Feb, 2020 (Monday). (b) The petitioner's two children named Dhruv Rana (Grade 9) and Alisha Rana (Grade1) were admitted in the school and payment of fees as per fee structure given by the school director for staff wards was paid by the work lady on 24th Feb. 2020 amounting Rs. 31500/- for Dhruv Rana (Grade 9 and as a continuous student of school) with payment of Rs. 36500/- for Alisha Rana (Grade1) as per a new student on 25th Feb. 2020'*. It is asserted that fees amount were paid by the petitioner for a full year for both kids as per the fee structure with all costs of admission, administrative and tuition charges in the fee structures given to the petitioner. It is asserted that school's office manager Mrs. Sfurti Maity sent an email to all the parents of wards of school on 26-2-2020 at 1:14 PM with attached general instructions of ISPS school session 2020-21 however her candidature was specified in it for communication with parents of wards with school regarding child's health-medical department as nurse: Ms. Poonam. On 3rd March, 2020 Ms. Eshwari Jadhav, Accountant in the employer institution sent electricity bill details and conveyed that the amount was deducted from the salary of Feb. 2020 for Ms. Poon as usual. It is asserted that Director of institution Sh. Ritesh Manake was also present in this communication as a recipient. It is asserted that on 7th March, 2020 her salary of February, 2020 after deduction was credited in her bank account by the school and continued till termination. It is asserted that EPFO deposits were made on 15-1-2020, 4-2-2020 and 12.3.2020 by the institution and continued till her termination. It is asserted that in the imposed lockdown from 25-3-2020 due

to covid-19 the school was working partially online mode with 30+ staff members including students of the school available at the school premises. Due to covid-19 being a pandemic and medical emergency the nurse being a medical employee continued duties as school nurse in that period also to prevent any adverseness in the school. On July, 2020 the common malafide intention of all respondents in the petition arrived in the form of illegal termination of petitioner/nurse. It is alleged that a false reason of downsizing and losses incurred by school due to this pandemic was quoted and in undue haste two letters of invalid official termination with same serial/Ref. NO. 202007118 were mailed to nurse on 16-7-2020 and 11-7/2020 with different and incorrect inputs both in terms of name, date, signatures and service details. It is asserted that petitioner was inhumanely treated with attempted social isolation, humiliation along-with obstruction in daily milk supply of kids for a week was committed by putting up lock under the instructions of employer on main gate at the time of milkman to instigate the worker and then told to vacate the campus with complete household goods. Petitioner had vacated and shifted from the school on the basis of orders of illegal termination. It is asserted that the plan of termination by the respondents was disclosed on 11th August, 2020 when both the children of petitioner faced login restriction in their online studies. It is asserted that petitioner's husband requested through mail to the school authorities to resume the studies on 12th August, 2020 at 12:09 PM but was in vain as the main idea was to victimize the petitioner and get monetary unlawful gain from the petitioner. It is asserted that calls were not answered due to which the children started to face learning loss along-with petitioner and family bearing mental agony due to the colourable exercise of the employer. Thereafter Mrs. Sfurti Maity (respondent no.4) sent an email on 18th August, 2020 at 11:10 AM to petitioner which clearly stated that the children of the worker are now alumni and her wards cease to remain on the rolls of the school inspite of full year fees paid by the worker in February, 2020 for both kids including all costs. It is asserted that salary of petitioner was stopped by the employer on 1st August, 2020 as well as EPFO deposits were also stopped *w.e.f.* 10th August, 2020 by the employer whereas the salary until 10th November, 2020 was given to the worker on 23-2-2023 after order dated 12-1-2023 of Grievance Redressal Committee. It is asserted that petitioner was pushed into forced idleness by issuing malafide order of termination by the employer. It is asserted that 18 years of service career of the petitioner was destroyed, derailed and wilful financial losses were imposed on the worker. It is asserted that payment of April, 2019 as per EPFO statement and credits made by the previous employer would put the light on the quantum of spoiling on the unblemished career and service record of the petitioner. It is submitted that worker is not gainfully employed anywhere else from the date of termination. It is asserted that on the basis of illegal and invalid termination the petitioner was displaced from the school's residence by the employer and thus the worker was bearing a cost of approximately Rs.23000/- per month as house rental (Rs.10000) and food/grocery expenses (Rs.13000/- approximately) from August 2020. It is alleged that the respondents had not followed the provisions of Sections 25-M, 25-N as well as the provisions of Sections 25-G, 25-H or 25-F of the Industrial Disputes Act, 1947. It is asserted that demand notice dated 14-2-2023 was sent by the petitioner to the respondent with digital record. It is prayed that respondents may be directed to reinstate the petitioner along-with seniority, continuity of service with full back wages from 11th November, 2020 with interest till the date of reinstatement and other benefits. The respondents may be directed to pay remuneration and salary part of worker in terms of accommodation and mess inclusions which was being borne by the worker since her illegal termination to the tune of Rs.23000/- per month along-with interest as well as compensation for mental agonies, harassment and financial hardship suffered to the petitioner due to respondent's unfair labour practices and victimization. Respondents may be directed to pay litigation cost to the petitioner.

2. In reply to the claim petition filed on behalf of respondents preliminary objections qua maintainability, mis-joinder and non-joinder of parties, suppression of material facts have been raised. It is asserted that petitioner was no a workman under the purview of the Industrial Disputes Act, 1947 as the petitioner was a supervisory/managerial staff and was earning Rs.17000/- at the

time of her engagement by the respondent school purely on contractual basis. The grievance of petitioner squarely covered under Section 2(oo) (bb) of the Industrial Disputes Act, 1947. It is asserted that order of Grievance Redressal Committee on the basis of which the petitioner had based her claim was already assailed by the respondent school by way of Civil Writ Petition No.6453 of 2023 and the same is pending for adjudication before the Hon'ble High Court of H.P. On merits, it is asserted that petitioner was lawfully terminated. It is alleged that the petitioner was engaged purely on contractual basis and she is governed by terms of her contract however the contract of petitioner was never renewed. It is asserted that applicant was involved in a supervisory work and was earning more than Rs.17000/- per month at the time of her appointment on contractual basis. It is asserted that neither the post of nurse with the respondent school was of permanent nature nor there was any document to substantiate such frivolous claim of the petitioner. It is asserted that respondent school is an autonomous body and has every right to employ on contractual basis. It is asserted that member service history of EPFO of the petitioner was irrelevant and the claim petition is misconceived. It is asserted that order of Grievance Redrssal Committee on the basis of which the petitioner had based her claim was already assailed by the respondent school by way of Civil Writ Petition NO.6453 of 2023 and the same is pending for adjudication before the Hon'ble High Court of H.P. It is asserted that the petitioner intended to tarnish the reputation of the respondent school and extort money from the respondent school unlawfully. It is alleged that last dawn wages stated in the claim petition were wrong. It is asserted that the appointment letter Annexure P4 is appointment letter on contractual basis for a fixed tenure. The tenure pertained to a fixed period of contractual engagement and the terms and conditions of services of the petitioner came to an end by efflux of time. It is asserted that the contractual period was to come to end on 15-12-2019 yet request was made by the petitioner regarding permission to stay some more time to make alternative arrangements wherein the respondent school had permitted petitioner to stay in the campus but her contract was not renewed. It is asserted that petitioner was merely allowed to stay in the school campus on compassionate grounds and thereafter on account of outbreak of Covid-19 pandemic the petitioner continued to stay in the campus and was being paid by the school for her sustenance. It is asserted that the petitioner had intended to stay within the campus had given in writing to the school that it would be her responsibility to stay within the campus during the lockdown period. It is asserted that provisions of Section 33C were inapplicable to the present case as no application with regard to the same was made. It is asserted that petitioner was not in continuous service as envisaged under Section 25-B of the Industrial Disputes Act. It is asserted that petitioner had not worked for 240 days during the period of 12 calendar months preceding the date with reference to which calculation is to be made in accordance with provisions of Section 25-B of the Act. The proposed calculation of the petitioner was frivolous and illegal. It is asserted that petitioner was governed by the terms of her appointment letter which had come to an end by efflux of time and the same was never renewed. It is alleged that experience certificate was result of malafide and manipulated by the petitioner as the petitioner herself admitted in the certificate dated 23-3-2020. It is asserted that petitioner was never employed or engaged after her contract come to an end on 15-12-2019. It is asserted that petitioner did not fall under the category of permanent workman. It is asserted that petitioner was engaged by way of contract and the contractual engagement was for a fixed tenure. It is asserted that neither there was permanent post of nurse in the respondent school nor petitioner was ever engaged against a permanent position however the posts of the school staff are at the discretion of the respondent school solely. It is however submitted that the general instructions dated 27-5-2020 was issued by Directorate of Higher Education were never violated. The instruction dated 27-5-2020 Annexure P7 was only in respect of collection of fee by private schools during Covid-19 pandemic and there was no concern with regard to the termination of the petitioner. It is asserted that CISCE Affiliation Rules nowhere mandated post of nurse to be permanent in nature. It is asserted that petitioner was not only involved in duties of a nurse but also accounting and managerial tasks. The nature of work was purely supervisory in nature. It is asserted that bank statement nowhere pointed to the salary credited by the respondent school. There seem to be certain high value credit transactions in cash in

the bank account of the petitioner, which pointed out that the petitioner might be working with some other employer as well. It is asserted that EPFO statement was no proof of employment of the petitioner. It is asserted that allowance if any paid to the petitioner was for her sustenance out of compensation and not as salary. It is asserted that petitioner was neither the nurse nor actually worked with the school after her contractual engagement came to an end. It is asserted that petitioner *vide* certificate dated 23-3-2020 had herself admitted that all the staff left for their home and petitioner was unable to go to her hometown. It is asserted that on 23-2-2023 respondent school had deposited an additional amount of Rs. 72283/- in the bank account of petitioner bearing Account No. 36708813177 through electronic transfer bearing reference No. CTV9599035. It is asserted that the contract of petitioner was never renewed and there was no applicability of Section 25-F in the present case. It is asserted that experience certificate was nothing but a dubious, fabricated document which was manipulated at the behest of the petitioner to cause wrongful gain to herself and wrongful loss to the respondent school. Other parawise averments made in the claim petition were denied and it is prayed that the petition be dismissed.

3. In rejoinder to the reply filed on behalf of respondents preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

4. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the respondents have illegally terminated the services of the petitioner, as alleged? OPP

2. If issue No.1 is proved in affirmative, whether the petitioner is entitled to back wages and other service benefits, as claimed? OPP

3. Whether the claim petition is not maintainable, as alleged? OPR

4. Whether the petitioner is not workman, as alleged? OPR

5. Whether the petition is bad for non-joinder of the necessary parties, as alleged? OPR

6. Relief.

5. The petitioner in order to prove her case has examined herself as PW1 and produced on record his affidavit Ext. PW1/A. She has also produced on record the documents *i.e.* copy of experience certificate Ext. PW1/B1, copy of proof of residences Ext. PW1/B2, Ext. PW1/B3, copy of certificate dated 11-7-2020 Ext. PW1/B4, copy of email dated 7.7.2020 Ext. PW1/B5, copy of postal envelope Ext. PW1/B6, copy of letter dated 11-9-2023 Ext. PW1/B7, copy of postal envelope Ext. PW1/B8, copy of letter dated 12-1-2023 Ext. PW1/B9, copy of envelope Ext. PW1/B10, copy of letter dated 24-2-2023 Ext. PW1/B11, photocopy of demand notice dated 14-2-2023 Ext. PW1/B12, copy of certificate issued by Labour Officer dated 26-4-2023 Ext. PW1/B13, copy of email dated 18-8-2020 Ext. PW1/B14, copy of email dated 18-8-2020 Ext. PW1/B14, copy of fee structure Ext. PW1/B15, copy of paid fee structure Ext. PW1/B16, copy of email dated 20-8-2023Ext. PW1/B17, copy of email dated 23-8-2023 Ext. PW1/B18, copy of emails dated 25-8-2023, 6-9-2020, 9.9.2020, 5-10-2020, 29-10-2020 and 26.11.2020 Ext. PW1/B19, copy of email dated 23-8-2020, 11-9-2020 and 30-11-2020 Ext. PW1/B20, copy of initial hiring letter Ext. PW1/B21, copy of email regarding electricity bills dated 30-11-2019, 3-3-2020 and 6-6-2020 Ext. PW1/B22, copy of email dated 26-2-2020 Ext. PW1/B23, copy of rental receipts Ext. PW1/B24, copy of postal envelope Ext. PW1/B25, copy of RTI reply dated

2-2-2024 Ext. PW1/B26, photocopy of CISCE affiliation rules Ext. PW1/B27, copy of bank statement of petitioner Ext. PW1/B28, copy of EPFO postal envelope Ext. PW1/B29, photocopy of EPFO statement of employee Ext. PW1/B30, copy of postal envelope of RTI reply Ext. PW1/B31, copy of RTI reply dated 11.9.2023 Ext. PW1/B32 and certificate under section 65B Ext. PW1/b33. Petitioner has also examined Shri PW2 Shri Aakash Bhardwaj s/o Shri Dharmender Bhardwaj bay way of affidavit Ext. RW2/A and also produced on record copy of EPF statement Mark-A. Shri Vinay Kumar s/o Shri Virender Singh has also examined by the petitioner as PW3 by way of affidavit Ext. PW3/A.

6. Respondents on the other hand has examined Sh. Ritesh Manake, Manager, Fianance, Risk & Compliance, International Sahaja Public School, Talnoo, Naddi, Dharamshala by way of affidavit Ext. RW1/A. He has also produced on record copy of petition Ext. RW1/B, copy of certificate dated 23-3-2020 Ext. RW1/C, copy of letter dated 24-2-2023 Ext. RW1/D, copy of statement Ext. RW1/E, copy of termination letter Ext. RW1/F, copy of order dated 18.8.2025 Ext. RW1/G and copy of contract letter Ext. RW1/H. Respondents have also examined RW2 Ms. Sfurti Maity, Manager, Office and Operations, International Sahaja Public School by way of affidavit Ext. RW2/A. She has stated that petitioner is not a workman and she was merely a contractual employee whose contract expired. Petitioner was working in supervisory managerial capacity earning Rs.17000/- at time of her engagement. She also reiterated other contentions of respondents case. The respondents have examined Sh. Baby Sasheej as RW3 by way of affidavit Ext. RW3/A. RW4 Smt. Deep Shikha, Accountancy teacher, International Sahaja Public School by way of examination-in-chief wherein she has stated that she had seen the record and Ext. RW4/A was given by her and Milan to Mr. Ritesh or Miss Bhumika in accordance with which petitioner and her husband came into Sehaj Room and it appeared that they were doing recording with their phone which was not allowed. An email dated 16-7-2020 was written by the petitioner to the school mentioning that they would leave and that they had accepted the decision of management.

7. I have heard the learned Counsel for the petitioner as well as learned Counsel for the respondent No. 3 at length and records perused.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1	:	Partly yes
Issue No. 2	:	Decided accordingly
Issue No. 3	:	No
Issue No. 4	:	No
Issue No. 5	:	No
Relief.	:	Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issues No. 1, 2 and 4

9. All these issues are taken up together for the purpose of adjudication.

10. The petitioner has produced her affidavit Ext. PW1/A wherein she has stated on oath that she worked continuously as school nurse with the respondent institution *i.e*. International Sahaja Public School from 10th May, 2019 to 10th August, 2020. This was continuous service for 459 days which is clear from experience certificate dated 19-5-2021. She however alleges that she was working and staying with her husband Shri Vinay Kumar, daughter Alisha Rana and son

Dhruv Rana at the school premises and her kids were students of the institution. She received two termination letters bearing the same serial numbers dated 7-7-2020 with different inputs by email dated 11-7-2020 and 16-7-2020. She alleges that termination of her services in July, 2020 was in violation of the serial No. 8 of Directorate of Higher Education Department order dated 27-5-2020. She has alleged illegal termination and victimization and gross violation of State Government directives by the respondents. She had also made complaint to Grievance Redressal Committee chaired by Deputy Commissioner. Complying with the directions of Grievance Redrssal Committee the petitioner was paid salary upto 10th November, 2020. She filed demand notice with the respondents dated 14-2-2023 and after failure of conciliation proceedings which were pending for 45 days in District Conciliation Officer, Dharamshala had issued required certificate in her favour. She alleges the violation of the provisions of Sections 25-F (a), 25-F (b), 25-M and 25-N of the Industrial Disputes Act, 1947 by the respondents. She alleges that the work of school nurse is still available with the respondents institution and her termination was on account of malafide intention of the respondents which is clear from the fact that her children's online studies stopped on 11th August, 2020 and that from effective date of her alleged termination 10th August, 2020, she was demanded extra money by the respondents despite allegedly having paid full year fees for both the children for the respective session with the respondents. She has alleged that respondents were illegally demanding additional amount of Rs. 2,67,582/- along-with conditions for fresh admission next year with respect her children. After sharing of government directives on 23rd August, 2020 by her the study of her children were resumed by the respondents. She has produced the various emails *i.e.* communication made by her with the respondents with regard to her illegal termination. She has also stated that electricity bills were received by email on 30-11-2019, 3-3-2020 and 6-6-2020 which were deducted from her salary and email dated 26.2.2020 was sent to all the parents by the respondents which specified her service as school nurse with the respondents. She alleged that due to illegal termination she was displaced from school accommodation and had to bear extra living expenses. In this regard she has asserted that post of school nurse is shown to permanent post as per CISCE Affiliation Rules in Chapter III (inspection of schools). The salary by the respondent was paid in her State Bank of India account. She has produced EPFO deposits record under account number UAN No.-100272710400. The petitioner had prayed that the respondents be held liable for her illegal termination and she may be reinstated compensated accordingly. In support of her case she has examined Shri Aakash Bhardwaj s/o Sh. Dharmender as PW2 who has stated in the affidavit that petitioner was working as school nurse with the respondents institution *i.e.* International Sahaja Public School from 10-5-2019 to 10-8-2020. At that time he was working as Dorm Incharge in the said school. He has also stated that while petitioner was working as school nurse in the school her daughter Alisha Rana and her son Dhruv Rana were students of the school. The averments made by in the affidavit of petitioner are supported and corroborated by husband of petitioner Shri Vinay Kumar by way of affidavit Ext. PW3/A.

11. The respondents' case however is to the effect that the petitioner was not terminated from her services and she has not a workman under the Industrial Disputes Act, 1947. RW1 Shri Ritesh Manake, Manager, Finance Risk & Compliance has stated in his affidavit Ext. RW1/A that petitioner was only a contractual employee and her contract of employment had already expired. There was no renewal of contract and as such there was no retrenchment. He has also asserted that petitioner was a supervisory/managerial staff and was engaged as school nurse and was earning Rs.17000/- at the time of her engagement by the respondents school purely on contractual basis. According to him petitioner was not only involved in supervisory work but she also assisted in account work since there was no much requirement of school nurse. He has alleged that petitioner is playing victim card only to harass the respondents. The order of Grievance Redressal Committee on the basis of which the petitioner is basing her claim was assailed by the respondents school by way of Civil Writ Petition No. 6453 of 2023 and the said CWP was allowed by the Hon'ble High Court *vide* judgment dated 18-8-2025 wherein the order passed by Grievance Redressal Committee was set aside. The petitioner was appointed as school nurse *w.e.f.* 10-5-2019 to 15-12-2019. There

was no occasion for school to retain her service and this is highlighted by the communication dated 23-3-2020 wherein petitioner herself requested to retain the school accommodation in view of Covid-19 pandemic. He has asserted that respondent school is not an industry and the contract of petitioner was never renewed. He alleges that petitioner had intended to tarnish the reputation of the respondent school and extort money from school. Her appointment was only for contractual basis for a fixed tenure and considering the contractual engagement and terms and conditions of the contract the services of petitioner came to an end by efflux of time. She was never required to be present round the clock as is evident from appointment letter. The respondents school permitted petitioner to stay in school campus but her contract was never renewed. She was merely to stay in the school campus on compassionate grounds. She herself gave in writing that it would be her own responsibility to stay in the campus during lockdown period. He has denied that petitioner was working continuously with the respondent for 240 days. Since the petitioner was never employed and re-engaged and she failed to vacate the accommodation the respondent school issued letter of termination which was made effective from 10.8.2020. He has denied that post of school nurse was permanent in nature. The school remained closed from 15th December, 2019 to 15th February, 2020 and her contract came and end in 15th December, 2019. In-fact termination was duly accepted by the petitioner and the respondent school already deposited Rs. 72283/- on 23.3.2020 in the bank account of the petitioner as per order of the Grievance Redressal Committee. In the light of these averments it is submitted that claim of the petitioner deserves to be dismissed. The case of the respondents is supported by RW2 Ms. Sfurti Maity, Manager, Office and Operations, International Sahaja Public School by way of affidavit Ext. RW2/A and Shri Baby Sasheej, Principal, International Sahaja Public School by way of his affidavit Ext. RW3/A.

12. The petitioner was appointed by respondents school as school nurse *vide* appointment letter Ext. RW1/H and this contract was never renewed by way of any document. This document is letter of contract which is not denied or controverted by the petitioner in her cross-examination though she asserts that her job was permanent in nature. There is no document to support this contention. The contract period mentioned in the appointment letter is from May, 2019 to December 15, 2019. The letter of termination is dated 7th July, 2020 Ext. RW1/F wherein it is mentioned "*this letter serves as your official termination of contract/employment as school nurse with effect from 10th August, 2020"*. This is a document relied upon and duly proved in the statement of respondents. Respondents have also produced on record with this document *i.e.* experience certificate issued to petitioner *w.e.f.* 10.5.2019 to 10th August, 2020. No effort is made to prove this document by the respondents however the same is duly exhibited in the statement of petitioner as Ext. PW1/B1. This document is objected to by the learned counsel for respondents. Suggestion is made to the petitioner that this document is procured and manipulated but no oral and documentary evidence suggests and support these allegations moreover the copies of some documents has also been produced on record by the respondents and RW2 Sfurti Maity has admitted that this document was issued by principal of school. Petitioner has deposed that after the usual order of school winter vacations from 15th December, 2019 to 15th February, 2020 her services remained continued *w.e.f.* 17th February, 2020 (Monday). On 26th February, 2020 school office Manager, Mrs. Sfurti Maity sent email to all the parents of wards of school with attached general instructions of ISPS Ext. PW1/B school session 2020-21. The petitioner was specified in the said communication as school nurse. This fact is admitted by RW2 Sh. Ritesh Manake, Manager Finance, Risk and Compliance who has also admitted that vide Ext. RW1/F the petitioner is referred to as school nurse and word termination of employment has been used therein. He admits that from March, 2020 till June 2020 full payment of salary has been made to petitioner though he clarifies that this was on account of sustenance allowance.

13. Considering the plea of respondents that the contract of petitioner had ended by efflux of time in accordance with the initial contract of appointment letter it is difficult to discern as to why petitioner was allowed to join the school premises after winter break in February, 2020. The

covid restrictions were imposed during end of March, 2020 but the petitioner was not only paid salary for February, 2020 but subsequently also. If the employment of the petitioner ended in accordance with date mentioned in the contract Ext. RW1/H there was no occasion for the petitioner to join in February, 2020 and communication to the parents carrying her name as school nurse is also during February, 2020.

14. The contention of the respondents that petitioner was allowed to stay in the school on humanitarian ground on the basis of document Ext. RW1/C is of no consequence. This letter dated 23-3-2020 merely pertains to the period of lockdown only and it is mentioned that the petitioner had come to school on 17.2.2020 much prior to lockdown. Above all the termination letter Ext. RW1/F and experience certificate Ext. PW1/B1 also clearly show that petitioner had worked with the respondents much beyond the initial contract of the appointment for more than 240 days in the calendar year preceding her termination.

15. Respondents have also claimed that petitioner was getting salary of Rs. 17000/- per month and she was primarily involved in supervisory and managerial benefits thus she does not fall within the ambit of "workman" definition under the Industrial Disputes Act, 1947. The contract of employment Ext. RW1/H clearly designate petitioner as school nurse and there is no description of any other managerial and supervisory duties which she was supposed to perform in accordance with the contract relied upon by the respondents. The definition of workman as defined under the Industrial Disputes Act, 1947 as follows:

> "2(S) "Workmen" means any person (including an apprentice) employed in any industry to do any manual skilled or unskilled, technical, sales promotion, operational, clerical or supervisory work or any work for the promotion of sales for hire or reward, whether the terms of employment be expressed or implied, and for the purposes of any proceeding under this act in relation to an industrial dispute, includes in connection with, or as a consequence of, that dispute, or whose dismissal, discharge, or retrenchment has led to that dispute, but does not include any such person:—
>
> (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
>
> (ii) Who is employed in the police service or as an Officer or other employee of a person; or
>
> (iii) who is employed mainly in a managerial or administrative capacity; or
>
> (iv) Who being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly or a managerial nature."

16. The Hon'ble Supreme Court in **Raj Kumar vs. Director of Education & Ors., Civil Appeal No. 1020 of 2011** has laid down in paras no.18 and 19 as follows:-

> "18. We are unable to agree with the contention advanced by the learned counsel appearing on behalf of the appellant. The question 'who is a workman' has been well settled by various judgments of this Court. In the case of Adyanthaya v. Sandoz (India) Ltd, a Constitution Bench of this Court has held as under: "..We thus have three Judge

Bench decisions which have taken the view that a person to be qualified to be a workman must be doing the work which falls in any of the four categories, viz, manual, clerical, supervisory or technical and two two-judge Bench decisions which have by referring to one or the other of the said three decisions have reiterated the said law. As against this, we have three three-judge Bench decisions which have without referring to the decisions in May & Baker, WIMCO and Bunnah Shell cases (supra) have taken the other view which was expressly negatived, viz., if a person does not fall within the four exceptions to the said definition he is a workman within the meaning of the ID Act. These decisions are also based on the facts found in those cases. They have, therefore, to be confined to those facts. Hence the position in law as it obtains today is that a person to be a workman under the ID Act must be employed to do the work of any of the categories, viz., manual, unskilled, skilled, technical, operational, clerical or supervisory. It is not enough that he is not covered by either of the four exceptions to the definition. We interpretation." reiterate the said (emphasis laid by this Court).

19. The issue whether educational institution is an 'industry', and its employees are 'workmen' for 4 (1997) 5 SCC 737 Page 19 20 the purpose of the ID Act has been answered by a Seven-judge Bench of this Court way back in the year 1978 in the case of Bangalore Water Supply (supra). It was held that educational institution is an industry in terms of Section 2(j) of the ID Act, though not all of its employees are workmen. It was held as under: "The premises relied on is that the bulk of the employees in the university is the teaching community. Teachers are not workmen and cannot raise disputes under the Act. The subordinate staff being only a minor category of insignificant numbers, the institution must be excluded, going by the predominant character test. It is one thing to say that an institution is not an industry. It is altogether another thinking to say that a large number of its employees are not 'workmen' and cannot therefore avail of the benefits of the Act so the institution ceases to be an industry. The test is not the predominant number of employees entitled to enjoy the benefits of the Act. The true test is the predominant nature of the activity. In the case of the university or an educational institution, the nature of the activity is, ex hypothesis, education which is a service to the community. Ergo, the university is an industry. The error has crept in, if we may so say with great respect, in mixing up the numerical strength of the personnel with the nature of the activity. Secondly there are a number of other activities of the University Administration, demonstrably industrial which are severable although ancillary to the main cultural enterprise. For instance, a university may have a large printing press as a separate but considerable establishment. It may have a large fleet of transport buses with an army of running staff. It may have a tremendous administrative strength of officers and clerical cadres. It may have karamcharis of various hues. As the Corporation of Nagpur has effectively ruled, these operations, viewed in severalty or collectively, may be treated as industry. It would be strange, indeed, if a university has 50 transport buses, conductors, cleaners hiring and drivers, workshop technicians. How are they to be denied the benefits of the Act, especially when their work is separable from academic teaching, merely because the buses are owned by the same corporate personality? We find, with all defence, little force in this process of nullification of the industrial character of the University's multi-form operations." (emphasis laid by this Court)

A perusal of the abovementioned two judgments clearly shows that a driver employed by a school, being a skilled person, is a workman for the purpose of the ID Act. Point No.1 is answered accordingly in Page 21 22 favor of the respondents. The provisions of ID Act are applicable to the facts of the present case".

17. The Hon'ble Supreme Court in **M/S Bharti Airtel Ltd. vs. A.S. Raghavendra,** Civil Appeal No. 5187 of 2023 that has also emphasized defining a workman depends upon nature of duties.

18. The school nurse as in the case of present petitioner employed with school also required specialised training qua work assigned to her. The function of school nurse is not imparting education as teacher but is necessary and mandatory to the work carried out by the school which primarily boarding school of children. Petitioner is described as school nurse in all the school records except the oral deposition of the respondent witnesses. There is no documentary evidence to support their contention that the petitioner was being deployed in managerial and supervisory work. This clearly established that petitioner falls within the definition of "workman" and the respondents school no doubt can be considered as "industry" under the Industrial Disputes Act, 1947. The Hon'ble High Court of H.P. *vide* its order dated 18.8.2025 has also specifically mentioned that issue with regard to "termination as well as reinstatement shall be decided by competent court of law *i.e.* Labour Court, District Kangra at Dharamshala taking note of pleadings as well as documents adduced on record by the respective parties". The findings of Grievance Redressal Committee have already been set aside by the Hon'ble High Court of H.P. There are specific allegations made in the claim petition regarding the harassment of the petitioner by the respondents and respondents chargeable full fees from the children of the petitioner despite being ward of employee at the relevant time. These averments and claims are not in consonance with the scheme and object of the Industrial Disputes Act. The case of the petitioner under consideration by the Labour Court is primarily qua illegal termination and consequential benefits she is entitled to. In the light of the circumstances which have been produced by way of oral and documentary evidence it is appears that the petitioner was an employee of the respondents at the time of her termination. The initial contract of appointment was no longer alive since the petitioner had joined in February, 2020 and she was continuously being acknowledged as school nurse in the documents circulated by the respondents. The official termination letter as well as the experience certificate duly proved to have been issued by respondents also establish that petitioner worked with the respondents for more than 240 days preceding the date of her alleged termination. The record clearly shows that while terminating the services of the petitioner by the respondents have failed to comply with the provisions of Sections 25-F and 25-N of the Industrial Disputes Act, 1947. In the light of above established facts and circumstances and considering the ambit and scope of Industrial Disputes Act, 1947 this court grants relief of reinstatement to petitioner on similar terms (contract basis) which shall be carried out by respondents forthwith. In addition to the relief of reinstatement the petitioner is entitled for lump sum compensation of Rs.5 lakh for the violation of the Industrial Disputes Act, 1947 and harassment and difficulty which has been caused to the petitioner due to the wrong act and conduct of the respondents. Hence issues no. 1, 2 and 4 are decided in the favour of the petitioner and against the respondents.

Issues No. 3 and 5

19. The claim of the petitioner was challenged on the ground of maintainability alleging that petitioner was not a workman and respondents did not fall within the definition of industry. The finding to the contrary have been arrived at by this court while deciding issues no. 1, 2 and 4 above, it is established that petitioner's services were terminated in illegal manner without mandatory compliance of the provisions of the Industrial Disputes Act, 1947 hence the claim petition is maintainable. Nothing appears from the pleadings as well as arguments led on behalf of the respondents to show that there was any other necessary party essential for the just and proper adjudication of the present dispute, hence the petition is not bad for non-joinder of the necessary parties.

RELIEF

20. In view of my discussion on the issues no. 1 to 5 above, the claim petition succeeds and is partly allowed. This court grants relief of reinstatement on similar terms (contract basis) to the petitioner which shall be carried out by respondents forthwith. In addition to the relief of reinstatement the petitioner is entitled for lump sum compensation of Rs. 5 lakh for the violation of the Industrial Disputes Act, 1947 and harassment and difficulty which has been caused to the petitioner to the wrong act and conduct of the respondents. Parties are left to bear their costs.

21. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala (H.P.).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM **-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Ref. No. : 60/2017 Date of Institution : 21-2-2017 Date of Decision : 30-4-2026

Vice President/Secretary, Himachal Desi Sharab Karamchari Sangh, C/o CLBP, Industrial Area Mehatpur, District Una, H.P. ....*Petitioners.*

Versus

1. The Managing Director, Himachal Pradesh General Industries Corporation Limited, Himrus Building, Cart Road, Shimla, H.P.

2. The General Manager, Himachal Pradesh General Industries Corporation Limited, Country Liquor Bottling Plant, Government of Himachal Pradesh, Industrial Area, Mehatpur, District Una, H.P.

3. Ram Singh Kanda & Sons, R/o Ward No. 9, V.P.O. Basdehra, Tehsil & District Una, H.P. (Contractor) .....Respondents.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the petitioner(s) : Sh. N.L. Kaundal, Ld. AR : Sh. Vijay Kaundal, Ld. Adv

For the respondent(s) No.1 & 2 : Sh. Vipul Bhardwaj, Ld. Adv.

For the respondent no. 3 : Proceeded *exparte*

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner:—

"Whether the demands raised by the Vice President/Secretary, Himachal Desi Sharab Karamchari Sangh, C/O CLBP, Industrial Area Mehatpur, District Una, H.P. regarding regularization of 45 contract workers (list enclosed) vide demand notice dated 23-08-2013 (copy enclosed) to be fulfilled by (i) the Managing Director, Himachal Pradesh General Industries Corporation Limited, Himrus Building, Cart Road, Shimla, H.P., (ii) the General Manager, Himachal Pradesh General Industries Corporation Limited, Country Liquor Bottling Plant, Government of Himachal Pradesh, Industrial Area, Mehatpur, District Una, H.P. and (iii) Ram Singh Kanda & Sons, R/O Ward No. 9, V.P.O. Basdehra, Tehsil & District Una, H.P. (Contractor), is legal and justified? If yes to what relief, service benefits from which due the above workmen are entitled to from the above employers /Management?"

2. After receiving the above said reference, a corrigendum reference dated 12th July, 2021 was received by this court for adjudication from the appropriate authority/Joint Labour Commissioner.

"Whereas a reference has been made to the Ld. Labuor Court-cum-Industrial Tribunal, Kangra at Dharamshala, District Kangra, H.P. *vide* this office notification of even no. dated 20-01-2017 for legal adjudication. However, inadvertently the correct facts could not be mentioned about the name of the claimant/workman Sangh in the said notification. Therefore, the name of the claimant/workman Sangh may be read as "Vice President/Secretary, Himachal Desi Sharab Karkhana Karamchari Sangh, Industrial Area, Mehatpur, District Una, H.P." instead of "Vice President/Secretary, Himachal Desi Sharab Karamchari Sangh, Industrial Area Mehatpur, District Una, H.P." as alleged by workman".

3. The brief facts as stated in the claim petition are that the demand of union was raised vide demand notice dated 23-8-2012, by 45 workmen working in Country Liquor Bottling Plant, Mehatpur under the respondents No. 1 and 2 who are the members of Desi Sharab Karkhana Mazdoor Sangh. Their services were engaged by the management on contractors roll in the year 2009 in production/other departments against the regular workmen. It is asserted that the services of some workmen were transferred in various government departments on secondment basis by respondents no.1 and 2 and Contract Labour (Regulation and Abolition) Act, 1970 was not applicable in the production/other departments except loading and unloading. It is asserted that permanent process was carried on in the plant of respondents no. 1 and 2 in the factory hence all the 45 workmen whose services were engaged by the management are the employees of respondents no.1 and 2 and not the employees of contractor. The contract workers as well as regular workers are discharging same duties in the various departments of respondent no. 2. It is asserted that neither the contractor nor the respondent no. 2 had given appointment letter to the contractors workers. It is alleged that the persons whose services were transferred by the HPGIC to various government departments were working on regular basis as well as regular pay scale in the department. It is asserted that the workmen of contractors were engaged by the management and enrolled only in the rolls of contractors. All the workmen/petitioners are working under the supervision of General Manager, HPGIC, Unit Mehatpur. The duty roll of the contractors workers was prepared by the respondent no. 2 and thereafter respondent No. 2 provided the duty to the contractor's workmen in the factory as per directions of respondent No. 2. The regular workers and contractor workers are discharging their works and duties of similar nature. The second demand union has raised in demand notice dated 23-8-2013 is that the contract of contractors was changed by the HPGIC respondents no.1 and 2 in every year but the workmen who were working in contractor rolls got their services automatically enrolled in the roll of the other contractors who were given the contract by the respondents no.1 and 2. It is asserted that about 82 or more contractor's workmen are presently working under the respondent no.3 from 2014 onwards. It is

asserted that the contribution in account of EPF was deducted by the individual contractor however account number and statement was not given to the workers till date. As per demand number 3 raised vide demand notice dated 23.8.2013 that Country Liquor Bottling Plant, Mehatpur is covered by the labour department under the Factory Act, 1948 and the workmen who are engaged through contractors from 2009 onwards are entitled to bonus under the Payment of Bonus Act, 1965. Demand number 4 *vide* demand notice dated 23-8-2013 was raised that no identity card were issued to the contractors workers till date and they are not provided the wage slips as per Payment of Wages Act, 1936. No leave like earned leave, casual leave and sick leave were given to the workmen. The 5th demand of union was raised in the demand notice that the Employees State Insurance Act, 1948 is applicable to the HPGIC and the workers of contractors are eligible to be covered under the Act but all the workers were not covered under the ESIC. The 6th demand raised by the workers vide demand notice dated 23-8-2013 that no other contractor be engaged during the pendency of this demand notice and no contractor worker be harassed, victimized, terminated and retrenched till the final outcome of the demand charter before the management. It is asserted that the act of respondent company not to fulfill the above demands raised by the workmen union in their demand notice dated 23-8-2013 was highly unjustified, arbitrary, unconstitutional and against the mandatory provisions of the various labour laws as applicable to the respondent company. It is prayed that the respondents no.1 and 2 may be directed to fulfill all the demands raised by the workmen union in the demand notice dated 23-8-2013 and respondents no.1 and 2 be also directed to pay the bonus, regular pay scale from 2009 onwards, earned leave, casual leave, sick leave and national festival holidays and provident fund to the workmen along-with arrears with interest @10% per annum till the date of actual payment.

4. In reply to the claim petition preliminary objections qua maintainability, petitioner not competent to file the present claim, non joinder of necessary parties, petitioner not approaching the court with clean hands, locus standi and cause of action have been raised. On merits, it is asserted that respondents no.1 and 2 had not engaged any workers moreover petition do not disclose the names of workers. It is alleged that the petition was not filed through the competent person. It is asserted that petition against the respondents no.1 and 2 is false, baseless and misconceived. It is denied that 45 workmen were engaged by the management in the Desi Sharab Karkhana Mehatpur from 2009 till October, 2017 in production department and other departments against the regular employees whose services were declared surplus and transferred on secondment basis in different government departments. It is denied that 45 workmen who are working in Country Liquor Bottling Plant, Mehatpur are members of Desi Sharab Karkhana Mazdoor Sangh whose services were engaged by the management in their production/other departments against the regular workmen. It is asserted that after receiving the tenders from interested parties/contractors the work was allotted to appropriate contractor for carrying out the work on contract basis for one year however the workers were employed by the contractors who are allotted work and replying respondents have no concern with the same. It is denied that the services of workmen were engaged by the management in their production/other departments against the regular workmen whose services were transferred in various government departments. It is submitted that after inviting tenders the work was allotted to the contractor and workers/labourers for carrying out the work as per contract were employed by the contractors themselves. It is asserted that one contractor namely Ram Singh Kanda & Sons is arrayed as respondent no. 3 in the petition was allotted contract *vide* letter no. Pur-42/2012-13/253-54 dated 18-4-2013. It is denied that the above 45 workmen were employees of the respondents and not employees of the contractors. It is further denied that contractor workers were also entitled to regular pay scale as granted to regular employees from the date of their initial engagement as per regular pay scale and are also entitled for difference of arrears. It is asserted that the workers were engaged by the contractors themselves and the replying respondents have no role in the same as such there is no question of grating regular pay scale or difference of arrears. Neither the respondent No. 2 gave any directions nor provided any duty to the contractor workers. It is asserted that the corporation is paying EPF to the contractor

who is to deposit the same before the appropriate authority and as such the allegations made against the replying respondents are totally false and superfluous. It is denied that contractor workers are engaged or disengaged by the replying respondents as such there is no question of depriving permanent status or unfair labour practice on the part of the replying respondents. Other averments made in the claim petition were denied parawise and it is prayed that in view of facts and law the petition against respondents no.1 and 2 is false, frivolous, malafide and without any merits besides petition is not maintainable and the petitioner is not entitled for any relief as claimed and the same deserves to be dismissed. Respondent No. 3 failed to appear despite due service hence was proceeded *exparte* on 3-4-2019.

5. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

6. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the demands raised by the petitioners regarding regularization of 45 contract workers and other demands vide demand notice dated 23-8-2013 to be fulfilled by the respondents is/was legal and justified, as alleged? (the issue has amended in accordance with the reference made to this court) OPP

2. If issue no.1 is proved in affirmative, to what service benefits the petitioner is entitled to? OPP

3. Whether the petitioner has no locus standi and cause of action to file the present case, as alleged? OPR

4. Whether the claim petition is not maintainable, as alleged? OPR

5. Whether the petitioner is not competent to file the present case, as alleged? OPR

6. Whether the claim petition is bad for non-joinder of necessary parties, as alleged? OPR

7. Whether the petitioner has not approached this Tribunal with clean hands, as alleged? OPR

Relief.

7. Petitioners have examined one Shri Resham Singh s/o Shri Maha Singh, r/o Ward no.7, Village Dehla, Tehsil and District Una, H.P. (President, Himachal Pradesh Desi Sharab Karkhana Karamchari Sangh as PW1 by way of affidavit Ext. PW1/A. He has also produced on record the documents *i.e*. copy of letter dated 31-8-2023 Ext. P-1, copy of affiliation certificate Ext. P-2, copy of minutes of meeting Ext. P-3, copy of registration certificate Ext. P-4, copy of proceedings dated 27-7-2013 Ext. P-5, copy of list of workers Ext. P-6, copy of rejoinder dated 9-7-2014 Ext. P-7, copy of letter dated 19.6.2014 Ext. P-8, copy of letter dated 16-1-2014 Ext. P-9, copy of letter dated 1-5-1980 Ext. P-10, copy of resolution dated 18-3-2017 Ext. P-11, copy of letter dated 16-10-2014 Ext. P-12, copy of letter dated 14-12-2019 Ext. P-13, copy of letter dated 6-1-2019 Ext. P-14, copy of letter dated 31-7-2013 Ext. P-15, copy of letter dated 2-8-2016 Ext. P-16, copy of letter dated 23-8-2013 Ext. P-17, copy of list of workers Ext. P-18, copy of EPF detail Ext. P-19, copy of demand notice dated 6-3-2010 Ext. P-20, copy of office order dated 25-12-2009 Ext. P-21, copy of salary slip of Sh. Satish Kumar Ext. P-22, copy of NEWS Paper cutting Mark-1, copy of list of

workers Ext. P-23, copy of letter dated 17-3-2011 Ext. P-24, copy of ESIC detail Ext. P-25, copy of reply dated 28-12-2013 Ext. P-26, copy of list of regular workers of respondents Ext. P-27, copy of list of contractor workers Ext. P-28, copy of regular workers whose services have been transferred on secondment basis to other Govt. Departments Ext. P-29, copy of salary sheet of regular workers from April, 2009 to September, 2018 Ext. P-30, copy of registration certificate under the contract labour Act Ext. P-31, coy of award of Labour contract & attendance register of M/s Vishal Kumar & Company Ext. P-32, copy of award of Labour Contract, attendance and payment register of M/s Ram Singh Kanda Ext. P-33, copy of award of Labour Contract, attendance and payment of register of M/s M.S. Services Ext. P-34, copy of award of Labour Contract, attendance and payment register of M/s Ram Singh Kanda & Sons Ext. P-35, cop of award of Labour Contract, attendance and payment register of M/s Arun Kumar Ext. P-36, copy of award of Labour Contract, attendance and payment register of M/s Arun Kumar Ext. P-37, copy of award of Labour Contract, attendance and payment register of M/s S.S. & Company Ext. P-38, copy of award of Labour Contract, attendance and payment register of M/s Baldev Chand Ext. P-39 and balance sheet of respondent no. 2 from 2009 to 2017 Ext. P-40.

8. Respondent on the other hand has examined Shri Avtar Singh Rana, General Manager, Himachal Pradesh General Industries Corporation Ltd, Country Liquor Bottling Plant (CLBP) Mehatpur, District Una, H.P. by way of affidavit Ext. RW1/A. He has also produced on record the documents *i.e.* copy of award of Labour Contract letter dated 21.6.2010 Ext. R-1, copy of award of Labour Contract to Dharam Pal Contractor dated 18.6.2011 Ext. R-2, copy of award of Labuur Contract to M/s Baldev Chand dated 23-6-2012 Ext. R-3, copy of award of Labour Contract to M/s Ram Singh Kanda & Sons dated 18-4-2013 Ext. R-4, coy of award of Labour Contract to M.S. Services Pvt. Ltd. dated 26-6-2014 Ext. R-5, copy of award of Labour Contract to Ram Singh Kanda & Sons dated 1-6-2015 Ext. R-6, copy of award of Labour Contract to Arun Kumar dated 24-5-2016 Ext. R-7, copy of award of Labour Contract to Arun Kumar dated 24-8-2017 Ext. R-8, copy of award of Labour Contract to Shushil Kumar & Company dated 23-8-2018 Ext. R-9, copy of award of Labour Contract to Ashish Associates dated 17-8-2019 Ext. R-10, copy of award of Labour Contract to Arun Kumar dated 27-8-2020 Ext. R-11, copy of award of Labour Contract to Ashish Associates dated 21-8-2021 Ext. R-12 and copy of award of Labour Contract to M/s Parveen Kumar Joshi dated 23-8-2022 Ext. R-13.

9. I have heard the learned Authorized Representative/Counsel for the petitioners and learned counsel for the respondents no.1 and 2 at length and records perused.

10. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1 : Partly Yes
Issue No. 2 : Decided accordingly
Issue No. 3 : No
Issue No. 4 : No
Issue No. 5 : No
Issue No. 6 : No
Issue No. 7 : No
Relief. : Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issue No. 1

11. The first and foremost contention of the petitioners is that the 45 petitioners were engaged by the management on contractor's roll in the year 2009 in the production department

against regular workmen whose services were transferred to other department on secondment basis. PW1 Shri Resham Singh has deposed on oath by way of affidavit Ext. PW1/A. He has produced the document Ext. P29 which is copy of the list of regular worker whose services have been transferred on secondment basis to other government departments. This is list of 45 employees of HPGIC who are mostly employees of the respondents no.1 and 2. It is further contended that the services of the petitioners were inducted in contractor rolls in 2009 and they are working in production and other permanent processes. They are performing and discharging duties similar to the regular employee of respondents no.1 and 2. It is argued that the petitioners are hence entitled to same pay scale like the other permanent workers. It is also submitted that all these workmen are working under supervision and control of General Manager HPGIC Unit Mehatpur and their duty rolls are also prepared by respondents no.1 and 2. It is further averred that the work and duty of the petitioners and other regular workers are similar hence petitioners are actually the employees of respondents no.1 and 2 and they are entitled for equal pay for equal work from the date of their initial appointment.

12. Respondents No. 1 and 2 have examined RW1 Shri Avtar Singh Rana, General Manager, Himachal Pradesh General Industries Corporation Ltd. Country Liquor Bottling Plant Mehatpur, District Una, H.P. He has deposed that tenders are invited every year by respondents no.1 and 2 for carrying out the work in the factory on contract basis. After receiving the tenders of all interested parties, work is allotted to appropriate contractor for one year. The labourers are employed by contractor who is allotted work and respondents no.1 and 2 have no concern with the same. He has denied that services of 45 workmen were engaged by respondents no.1 in place of regular workmen. The workers according to him are engaged by contractor hence there is no regular pay scale of labourer engaged by the contractor.

13. Learned Authorized Representative for the petitioners has argued that respondents no.1 and 2 have adopted unfair labour practices to deprive the workmen/petitioners a permanent status as per Vth Schedule item no.1 of the Industrial Disputes Act, 1947. He alleges that workers are engaged by respondent no. 2 with prior sanction of respondent no.1 and their services were reflected in the roll of contractor after completion of one or two years of services. Respondent no. 2 has changed the contractor but services of the workmen are automatically included in the roll of incoming contractor. Neither respondent no.1 nor respondent no. 2 gave any notice to the workers of outgoing contractor. Moreover respondent no. 2 has admitted that the contractor workers work under his control and supervision. The Hon'ble Supreme Court in case of **R.K. Panda & Ors. vs. Steel Authority of India & Ors. three judges bench of Hon'ble Supreme Court, 1994LLR 634** has held in paras no. 6,7 and 8 as follows:—

> "6. It is true that with the passage of time and purely with a view to safeguard the interests of workers, many principal employers while renewing the contracts have been insisting that the contractor or the new contractor retains the old employees. In fact such a condition is incorporated in the contract itself. However, such a clause in the contract which is benevolently inserted in the contract to protect the continuance of the source of livelihood of the contract labour cannot by itself give rise to a right to regularisation in the employment of the principal employer. Whether the contract labourers have become the employees of the principal employer in course of time and whether the engagement and employment of labourers through a contractor is a mere camouflage and a smoke screen, as has been urged in this case, is a question of fact and has to be established by the contract labourers on the basis of the requisite material. It is not possible for High Court or this Court, while exercising writ jurisdiction or jurisdiction under Article 136 to decide such questions, only on the basis of the affidavits. It need not to be pointed out that in all such cases, the labourers are initially employed and engaged by the contractors. As such at what point of time a

direct link is established between the contract labourers and the principal employer, eliminating the contractor from the scene, is a matter which has to be established on material produced before the Court. Normally, the Labour Court and the Industrial Tribunal, under the Industrial Disputes Act arc the competent fora to adjudicate such disputes on the basis of the oral and documentary evidence produced before them.

14. Similarly in the case of **Steel Authority of India Ltd. & Ors. vs. National Union Waterfront Workers & Ors., 2001 SCC (L&S) 1121** has held in paras no. 97, 106 and 107 as follows:—

"97. In the case of R.K. Panda and Ors. Vs. Steel Authority of India and Ors. contract labour was employed at Rourkela Plant of the Steel Authority of India through contractors and continued in employment for long periods - between 10 and 20 years - as contract labourers. It was found that though the respondents were changing the contractors, yet under the terms of the agreement the incoming contractors were obliged to retain the contract labour engaged by the outgoing contractors. That apart, for about eight years the contract labour was continued to be employed by virtue of the interim order of this Court. It was noticed that in B.H.E.L. Workers Association, Hardwar & Ors. etc. Vs. Union of India & Ors. etc. , Mathura Refinery Mazdoor Sangh through its Secretary Vs. Indian Oil Corpn. Ltd., Mathura Refinery Project, Mathura and Anr. and the Dena Naths case (supra), on the question - whether the contract labourers had become the employees of the principal employer in course of time or whether the engagement and employment of labourers through a contractor was a mere camouflage and a smokescreen - this Court took the view that it was a question of fact and had to be established by the contract labourers on the basis of the requisite material in the industrial court or industrial tribunal. However, having regard to the various interim orders passed by this Court and the time taken in deciding the case, this Court considered the matter on merits and on the basis of the offer made by the respondents, which was recorded, issued certain directions which need not be quoted here. However, no order was made directing absorption of contract labour on abolition of contract labour system.

106. We have gone through the decisions of this Court in V.S.T. Industries case (supra), G. B. Pant Universitys case (supra) and Mohammed Aslams case (supra). All of them relate to statutory liability to maintain the canteen by the principal employer in the factory/establishment. That is why in those cases, as in The Saraspur Mills case (supra), the contract labour working in the canteen were treated as workers of the principal employer. These cases stand on a different footing and it is not possible to deduce from them the broad principle of law that on the contract labour system being abolished under sub-section (1) of Section 10 of the CLRA Act the contract labour working in the establishment of the principal employer has to be absorbed as regular employees of the establishment.

107. An analysis of the cases, discussed above, shows that they fall in three classes; (i) where contract labour is engaged in or in connection with the work of an establishment and employment of contract labour is prohibited either because the Industrial adjudicator/Court ordered abolition of contract labour or because the appropriate Government issued notification under Section 10(1) of the CLRA Act, no automatic absorption of the contract labour working in the establishment was ordered; (ii) where the contract was found to be sham and nominal rather a camouflage in which case the contract labour working in the establishment of the principal employer was held, in fact and in reality, the employees of the principal employer himself. Indeed, such cases

do not relate to abolition of contract labour but present instances wherein the Court pierced the veil and declared the correct position as a fact at the stage after employment of contract labour stood prohibited; (iii) where in discharge of a statutory obligation of maintaining canteen in an establishment the principal employer availed the services of a contractor and the courts have held that the contract labour would indeed be the employees of the principal employer".

15. The Hon'ble Supreme Court in the case of **The Director, Steel Authority of India Ltd. vs. Ispat Khadan Jananta Mazdoor Union, 2019 LLR 892** has held in Paras No. 37 and 43 as follows:—

"37. Tests which are to be applied to find out whether the person is an employee or an independent contractor in finding out whether the contract labour agreement is sham, nominal or a 4 1974(3) SCC 498 5 1978(4) SCC 257 6 1999(6) SCC 439 mere camouflage has been examined by this Court in International Airport Authority of India Vs. International Air Cargo Workers' Union and Another7 by the twojudge Bench of this Court. The relevant paras are as under:

"38. The tests that are applied to find out whether a person is an employee or an independent contractor may not automatically apply in finding out whether the contract labour agreement is a sham, nominal and is a mere camouflage. For example, if the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by a contractor, if the right to regulate the employment is with the contractor, and the ultimate supervision and control lies with the contractor.

16. In the light of the above precedents laid down by Hon'ble Supreme Court the learned Authorized Representative for the petitioners has submitted that workmen/petitioners have been continuously working under the supervision and control of respondents no.1 and 2 though shown to be employed by different contractor. This practice is primarily meant to deny the permanent status to these workers. The learned counsel for the respondents however relied upon the judgment laid down by the Hon'ble Supreme Court in **Kirloskar Brothers Limited vs. Ramcharan and Ors., Civil Appeal Nos. 8446-8447 of 2022** wherein the Hon'ble Supreme Court has held in paras no. 4, 4.1, 4.2, 4.3, 4.4, 4.7 and 4.8 as follows:—

4. Having heard learned senior counsel appearing on behalf of the appellant and the material on record, it appears that the contesting respondents herein were the contractual labourers of the respondent No. 7–contractor, who was a contractor engaged by the appellant in terms of the contract dated 22-04-1995, which was renewed from time to time. It is an admitted position in the present case that no notification under Section 10 of the CLRA Act has been issued by the State Government / appropriate Government, prohibiting the contract labour. It also appears that upon entering into the contract, necessary compliance under the CLRA Act was also completed by the appellant and the respondent No. 7 – contractor. On the labour contract coming to an end, the services of the contesting respondents were dispensed with by the contractor.

4.1 On going through the entire material on record, no documentary evidence was produced, by which it can be said that the contesting respondents were the employees of the appellant. There is no provision under Section 10 of the CLRA Act that the workers/employees employed by the contractor automatically become the employees

of the appellant and/or the employees of the contractor shall be entitled for automatic absorption and/or they become the employees of the principal employer. It is to be noted that even the direct control and supervision of the contesting respondents was always with the contractor. There is no evidence on record that any of the respondents were given any benefits, uniform or punching cards by the appellant.

4.2 Under the contract and even under the provisions of the CLRA, a duty was cast upon the appellant to pay all statutory dues, including salary of the workmen, payment of PF contribution, and in case of non- payment of the same by the contractor, after making such payment, the same can be deducted from the contractor's bill. Therefore, merely because sometimes the payment of salary was made and/or PF contribution was paid by the appellant, which was due to non-payment of the same by the contractor, the contesting respondents shall not automatically become the employees of the principal employer – appellant herein.

4.3 Even otherwise, as observed hereinabove, in the absence of a notification under Section 10 of the CLRA Act unless there are allegations or findings with regard to a contract being sham, private respondents herein, who are as such the workmen/employee of the contractor, cannot be held to be employees of the appellant and not of the contractor. At this stage, the decision of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors. (supra) is required to be referred to. Following two questions fell for consideration before this Court:—

A. whether the concept of automatic absorption of contract labour in the establishment of the principal employer on issuance of the abolition notification, is implied in Section 10 of the CLRA Act; and B. whether on a contractor engaging contract labour in connection with the work entrusted to him by a principal employer, the relationship of master and servant between him (the principal employer) and the contract labour, emerges.

4.4 After considering various decisions of this Court on the point, in paragraph 125, it was concluded as under:—

"125. The upshot of the above discussion is outlined thus:

(1)(a) Before 28-1-1986, the determination of the question whether the Central Government or the State Government is the appropriate Government in relation to an establishment, will depend, in view of the definition of the expression "appropriate Government" as stood in the CLRA Act, on the answer to a further question, is the industry under consideration carried on by or under the authority of the Central Government or does it pertain to any specified controlled industry, or the establishment of any railway, cantonment board, major port, mine or oilfield or the establishment of banking or insurance company? If the answer is in the affirmative, the Central Government will be the appropriate Government; otherwise in relation to any other establishment the Government of the State in which the establishment was situated, would be the appropriate Government;

(b) After the said date in view of the new definition of that expression, the answer to the question referred to above, has to be found in clause (a) of Section 2 of the Industrial Disputes Act; if (i) the Central Government company/undertaking concerned or any undertaking concerned is included therein eo nomine, or (ii) any industry is carried on

(a) by or under the authority of the Central Government, or (b) by a railway company; or (c) by a specified controlled industry, then the Central Government will be the appropriate Government; otherwise in relation to any other establishment, the Government of the State in which that other establishment is situated, will be the appropriate Government.

(2) (a) A notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour in any process, operation or other work in any establishment has to be issued by the appropriate Government:

(1) after consulting with the Central Advisory Board or the State Advisory Board, as the case may be, and (2) having regard to

(i) conditions of work and benefits provided for the contract labour in the establishment in question, and

(ii) other relevant factors including those mentioned in sub-section (2) of Section 10;

(b) Inasmuch as the impugned notification issued by the Central Government on 9-12-1976 does not satisfy the aforesaid requirements of Section 10, it is quashed but we do so prospectively *i.e.* from the date of this judgment and subject to the clarification that on the basis of this judgment no order passed or no action taken giving effect to the said notification on or before the date of this judgment, shall be called in question in any tribunal or court including a High Court if it has otherwise attained finality and/or it has been implemented.

(3) Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment.

Consequently the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned.

(4) We overrule the judgment of this Court in Air India case [(1997) 9 SCC 377] prospectively and declare that any direction issued by any industrial adjudicator/any court including the High Court, for absorption of contract labour following the judgment in Air India case [(1997) 9 SCC 377] shall hold good and that the same shall not be set aside, altered or modified on the basis of this judgment in cases where such a direction has been given effect to and it has become final.

(5) On issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularise the services of the contract labour in

the establishment concerned subject to the conditions as may be specified by it for that purpose in the light of para 6 hereunder.

(6) If the contract is found to be genuine and prohibition notification under Section10(1) of the CLRA Act in respect of the establishment concerned has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of any establishment and where in such process, operation or other work of the establishment the principal employer intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition as to maximum age appropriately, taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications." 4.5 Thus, as observed and held by this Court, neither Section 10 of the CLRA Act nor any other provision in the Act, expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or any other work in any establishment and consequently, the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned. It has further been observed and held by this Court in the aforesaid decision that on issuance of prohibition notification under Section 10(1) of the CLRA Act, prohibiting employment of contract labour or otherwise, in case of an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefits thereunder. 4.6 In the present case, neither any notification under Section 10(1) of the CLRA Act has been issued prohibiting the contract labour, nor there are allegations and/or even findings that the contract is sham and bogus and/or camouflage.

4.7 In the case of International Airport Authority of India Vs. International Air Cargo Workers' Union and Anr. (supra), after considering the decision of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors. (supra), it has been observed and held by this Court that where there is no abolition of contract labour under Section 10 of the CLRA Act, but the contract labour contends that the contract between the principal employer and the contractor is sham and nominal, the remedy is purely under the ID Act. It is further observed that the industrial adjudicator can grant the relief sought if it finds that the contract between the principal employer and the contractor is sham, nominal and merely a camouflage to deny employment benefits to the employee and that there is in fact a direct employment, by applying tests like: who pays the salary; who has the power to remove/dismiss from service or initiate disciplinary action; who can tell the employee the way in which the work should be done, in short, who has direct control over the employee. It is further observed that where there is no notification under Section 10 of the CLRA Act and where it is not proved in the industrial adjudication that the contract was a sham/nominal and camouflage, then the question of directing the principal employer to absorb or regularise the services of the contract labour does not arise. It has further been observed in paragraphs 38 and 39 as under :—

"38. The tests that are applied to find out whether a person is an employee or an independent contractor may not automatically apply in finding out whether the contract labour agreement is a sham, nominal and is a mere camouflage. For example, if the contract

is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by a contractor, if the right to regulate the employment is with the contractor, and the ultimate supervision and control lies with the contractor.

39. The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned/allotted/sent to him. But it is the contractor as employer, who chooses whether the worker is to be assigned/allotted to the principal employer or used otherwise. In short, worker being the employee of the contractor, the ultimate supervision and control lies with the contractor as he decides where the employee will work and how long he will work and subject to what conditions. Only when the contractor assigns/sends the worker to work under the principal employer, the worker works under the supervision and control of the principal employer but that is secondary control. The primary control is with the contractor."

4.8 Applying the law laid down by this Court in the aforesaid two decisions to the facts of the case on hand and in the absence of any notification under Section 10 of the CLRA Act and in the absence of any allegations and/or findings that the contract was sham and camouflage, both the Industrial Tribunal as well as the High Court have committed a serious error in reinstating the contesting respondents and directing the appellant – principal employer to absorb them as their employees. The parties shall be governed by the CLRA Act and relief, if any, could have been granted under the provisions of the CLRA Act and not under the MPIR Act".

17. The above precedents lay down that the fact contractual labour employed by the permanent employer with the efflux of time become the employees of principal employer or whether the engagement of employee through contractor is merely a camouflage is a question of fact which needs to be established by the petitioners/workmen during proceeding before the Labour Court by producing the requisite evidence to support their contentions. In addition to this, in absence of notification under Section 10 of Contract Labour (Regulation and Abolition) Act, 1970 and specific allegations regarding contract being sham and camouflage the mere deployment of workmen continuously through contractor would not give rise to right of regular status.

18. PW1 Shri Resham Singh, President of union of the petitioners has raised a contention that petitioners are employed on the places of permanent employees who were transferred on secondment basis and that under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable only the workmen doing work of seasonal or temporary nature. Contrary to the contentions of the petitioners that they were appointed by respondent no.1 he has admitted that there is no appointment letter produced on record with regard to all these workmen. The careful perusal of his statement shows that he has not alleged that petitioners are working under control and supervision of respondents no.1 and 2 only or that the payment to the petitioners is being made by respondents no.1 and 2, or that the respondents no.1 and 2 are controlling the service conditions of the petitioners/workmen and also that the respondents no.1 and 2 have power to dispensed with the services of the petitioners/workmen. It is not pleaded, neither proved that it is principal employer who choose work to be allotted to each of the workman supplied by the contractor. RW1 Shri Avtar Singh Rana has shown ignorance to the suggestion that prior to 2010 the workers were not employed through contractor and that all the employment was made through Managing Director. He admits that workers of the contractor are working in the factory. He denied that contractors are changed year to year but added that tenders are floated for the period which can be more than a year. He does not know that contractor has employed production manager. He admits that the production record under the supervision of excise inspector is kept by the company. He admits that

list of workers is provided by excise inspector and day to day attendance is marked on this basis and copy of list is also with the company. He has however very clearly stated that the list consist of regular workers and there is a separate list of contract workers supplied and certified by the contractor. He admits that work of the company is permanent in nature however further stated that it depends upon the sale.

19. He has admitted that the work of factory is done under his control and supervision but he has denied that workers of contractor are deployed (assigned work) by him. He admits that payment and attendance record of the factory is submitted to this court but he has mentioned that record is supplied by the contractor. He admits that work awarded vide Ext. R1 to R13 was got conducted by the company through the contractor and there is no description in the contract as to which worker would be deployed in which department. Considering the allegations of the petitioners that respondents No. 1 and 2 have control and supervision of the work done by the petitioners/workmen it is pertinent to mention that as per RW1 the deployment of the workers is actually done by respondent no. 3 the contractor. The attendance and payment record is maintained by respondent No. 3. There is no notification produced under Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 which expressly prohibited the employment of contract labour in the respondent factory. There is no proof of initial employment of the petitioners/workmen by respondents No.1 and 2 and change of service condition subsequently without notice. It appears that petitioners/workmen were employed by the contractor who were allotted tender by respondents no.1 and 2 from time to time. The plea of petitioners that they were occupying the post which became vacant on the transfer of the employees of respondents no.1 and 2 to other department on secondment basis does not automatically create right of regular service for all the petitioners. There is no evidence and material to establish that the contract of employment of the petitioners through a contractor was merely a camouflage or sham in order to avoid the permanent status to the petitioners. In these circumstances the petitioners are not entitled for regularization and pay equivalent to the other regular workers of the respondents no.1 and 2.

20. There are other demands which have been raised on behalf of union vide notice dated 23-8-2013. The specific demand has been made with respect to the payment of bonus to the workers employed through contractor. There is a demand with respect to regular contribution to the employees provident fund by the contractor and the ultimate responsibility of the same with the principal employer. In accordance with the provisions of Contract Labour (Regulation and Abolition) Act it is primary duty of the principal employer to ensure labour laws being implemented by the contractor who is supplying labour to the principal employer and necessary contribution has also been made or is being made in different welfare scheme applicable to the workmen. It is not the case of the petitioners that contribution of EPF is not being made on their behalf by the contractor. However they have prayed that the receipt of the EPF contribution may be supplied to them. In this regard it is the duty of principal employer to ensure that there is compliance of the provisions of the Act.

21. The labour of contractor is also liable for all the payment of statutory bonus under the Bonus Act. It is the contention of petitioners not expressly denied by respondents that respondent factory is making profits since 2009. The contractors through whom the workmen were earlier employed with the principal employer have not been made a party however it is the duty of employer to ensure that all the statutory payment in favour of the contract labour is made by the contractor. The respondents no.1 and 2 are directed to make the payment of statutory bonus @ 8.33% to the petitioners from 2009 or the date of their initial employment till date. In addition to it the principal employer shall also ensure that the contractors supplying the labour are to comply with the necessary provisions regarding the statutory leave which is available to the contract labour. The principal employers shall ensure due compliance of ESIC Act, 1948 by the contractor. Thus

demands of the petitioners vide demand notice dated 23.8.2013 are partly legal and justified and issue no.1 is partly decided in the favour of the petitioners.

Issue No. 2

22. The claim of the petitioners with regard to the regularization and payment of pay scales as permanent/regular employees of the respondents no.1 and 2 cannot be considered as legal and justified however with regard to the demands which have been raised under the demand notice along-with payment of bonus as others as discussed while deciding issue no.1 above the petitioners shall be entitled to the payment of arrears of bonus within period of 90 days from the date of this award and respondents no.1 and 2 shall also ensure compliance of other demands with regard to labour laws applicable to the petitioners.

Issues No. 3 and 4

23. The onus of proving these issues was on the respondents. No reply has been filed on behalf of respondent No.3. The claim of the petitioners with regard to the applicability of various labour laws to them and not ensured by the contractor need to be supervised and complied with by the respondents No.1 and 2 being principal employers and hence petitioners have locus standi, cause of action to file the present case and the claim is maintainable. Issues No. 3 and 4 are decided in the favour of the petitioners and against the respondents.

Issue no. 5

24. Specific objection was made by the respondents No. 1 and 2 with regard to competing of the person deposing on behalf of petitioners. It appears that the present claim has filed on the basis of reference made to this court subsequent to the demand notice dated 23-8-2013. The claim however have been preferred by the then president of the workers union and subsequently the affidavit has been file by Shri Resham Singh who is president of the union on date of production of evidence. The various proceedings of the union have been produced on the case file along-with the documents regarding election of Resham Singh. In these circumstances Resham Singh is competent to proceed with the case after his election as the president and it cannot be held that petitioner is not competent to file and proceed with the present claim. Hence this issue is decided in the favour of the petitioners.

Issue No. 6

25. An objection has been raised with regard to the non joinder of earlier contractors through whom the petitioners were employed with respondents No.1 and 2. It is pertinent to mention that primary responsibility to ensure compliance of labour laws by the contractor supplying the labour is on the principal employer. Thus non-joinder of the earlier contractors would not impact the claim of the petitioners. The claim is hence not bad for non-joinder of necessary parties, hence this issue is also decided in the favour of the petitioners.

Issue No. 7

26. No such oral or documentary evidence could be produced by the respondents which would establish that petitioners have not approached the tribunal with clean hands. Neither such facts appeared in the evidence of the parties nor in their cross-examination. Thus it cannot be held that petitioners have not approached the tribunal with clean hands, hence this issue is decided in the favour of the petitioners.

RELIEF

27. In view of my discussion on the issues no. 1 to 7 above, the claim petition succeeds and is partly allowed. The petitioners shall be entitled to the payment of arrears of bonus @ 8.33% from date of their individual employment till date within period of 90 days from the date of this award and respondents no.1 and 2 shall also ensure compliance of other demands with regard to labour laws applicable to the petitioners. Parties are left to bear their costs.

28. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of April, 2026.

(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala (H.P.).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM -INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)

Ref No. : 272/2010 Date of Institution:30-12-2010 Date of Decision:30-4-2026

Shri Kanshi Ram s/o Shri Shibu Ram, r/o Village Balahana (Shawal), P.O. Batwara, Tehsil Sunder Nagar, District Mandi, H.P. ....*Petitioner.*

Versus

The Divisional Forest Officer, Forest Division, Sunder Nagar, District Mandi, H.P.
....*Respondent.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the petitioner : Sh. Jatinder Rana, Ld. Adv.
For the respondent(s) : Sh. B.C. Katoch, Ld. Dy. D.A.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Labour Commissioner:—

> "Whether verbal termination of the services of Shri Kanshi Ram S/O Shri Shibu Ram daily wage workman by the Divisional Forest Officer, Forest Division, Sunder Nagar, District Mandi, H.P. *w.e.f.* May, 2008 without serving charge sheet, without holding enquiry and without complying with the provisions of the Industrial Disputes Act, 1947, whereas junior to him have been retained by the above employer, is legal and justified? If not, to what back wages, service benefits and relief the above named workman is entitled to?"

2. The brief facts as stated in the claim petition are that the services of the petitioner were engaged as a daily waged beldar by the respondent in Forest Range Kangoo, Tehsil Sunder Nagar in the month of May, 2001. It is asserted that he served continuously as such up-to 31-3-2003 and completed 240 days of work in a calendar year of his employment. On 31-3-2003, his services were terminated by the Range Forest Officer, Kangoo by passing a verbal order. Neither any reason was assigned for his disengagement nor an opportunity of being heard was afforded to him. It is asserted that on 12-2-2008, he (petitioner) was re-engaged by the respondent as a beldar in Kangoo Range. It is asserted that he worked up-to 01-5-2008 and on that day his services were once again terminated by the Range Forest Officer, Kangoo by an oral order. Neither any reason was given for his retrenchment nor an opportunity of being heard was afforded to him. It is asserted that the petitioner was never called by the respondent to work thereafter. It is alleged that the persons junior to him namely S/Sh. Daulat Ram and Jagdish Ram etc. are still working with the respondent/department. It is asserted that the work was available with the respondent however he was not reinstated by the respondent with a malafide intention and to engage own people. It is alleged that S/Sh. Jeet Ram, Desh Raj, Ram Dayal and Parkash Chand etc. were employed along-with the petitioner and their services have not been terminated by the respondent. It is alleged that the act and conduct of the respondent was illegal and unjustified however it was also violative of the provisions of Sections 25-F and 25-G of the Industrial Disputes Act, 1947. It is prayed that the act of respondents whereby the service of petitioner has been terminated be declared null and void and petitioner may kindly be reinstated and allowed to join in previous place of posting and he be granted all the consequential benefits and ancillary relief to petitioner w.e.f. May 2001 from the date of illegal termination and as such petitioner be allowed to join his previous place of posting after calling for the relevant record of concerned department, and petition may be allowed and justice be done.

3. In reply to the claim petition preliminary objections qua maintainability, petition being bad on account of delay and laches on the part of the petitioner have been raised. On merits, it has been denied that the services of the petitioner were engaged as a daily waged beldar in the month of May, 2001. It is pleaded that the petitioner was appointed as a casual labourer to carry out the seasonal forestry works in Kangoo Forest Range in the month of April, 2001 and he worked intermittently up-to August, 2008 and never completed 240 days of work in any calendar year of his engagement. It is asserted that the services of the petitioner were not terminated on 31-3-2003 and 01-5-2008 as claimed. It is asserted that the petitioner worked in the months of August and October, 2003 as well as August, 2008. It is asserted that with effect from August, 2008, the petitioner never reported back for duty and abandoned the job. He worked intermittently in various seasonal forestry works and used to leave the job on his own free will. It is asserted that forestry works are seasonal depending upon the availability of the budget as and when the petitioner approached the respondent for work, his daily waged services were duly utilized. It is asserted that no person junior to the petitioner has been retained in service or engaged/re-engaged. It is asserted that since the petitioner abandoned the job in the month of August, 2008, he is not entitled to any protection under the Industrial Disputes Act, 1947. It is alleged that petitioner was precluded from claiming the parity with the workmen who worked with the respondent continuously. It is asserted that no provision of the Industrial Disputes Act has been infringed and that demand notice dated 27-4-2009 was issued by the petitioner at a belated stage. The petitioner is alleged to be gainfully employed as an agriculturist. Other averments made in the claim petition were denied and it is prayed that petition is devoid of any merit and deserves to be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination—

1. Whether the disengagement of the petitioner *w.e.f.* May, 2001 is violative of the provisions of Sections 25-F, 25-G and 25-H of the Act as alleged. If so, to what relief the petitioner is entitled to? OPP

2. Whether the reference is not maintainable as alleged. If so, to what effect? OPR

3. Whether the reference is hit by the vice of delay and laches as alleged. If so, to what effect? OPR

4. Relief.

6. The petitioner in order to prove his case examined himself as PW1 by way of affidavit Ext. PW1/A and also tendered in evidence the documents *i.e.* mandays chart Ext. PW1/B and copy of demand notice Ext. PW1/C.

7. Respondents on the other hand have examined one Shri Ajit Kumar Thakur, Divisional Forest Officer, Suket Forest Division Sunder Nagar as RW1 by way his affidavit Ext. RW1/A. He has also produced on record copy of mandays chart of petitioner Ext. RW1/B, copy of mandays chart of Shri Jeet Ram & others Ext. RW1/C and mandays chart of Shri Lachhi Ram and others Ext. RW1/D.

8. I have heard the learned Counsel for the petitioner as well as learned Dy. D.A. for the respondent at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No. 1	:	Partly yes
Issue No. 2	:	No
Issue No. 3	:	No
Relief.	:	Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issue No. 1

10. The petitioner in the present case has alleged that he was engaged as daily waged beldar by respondent no.4 under Forest Range Kangoo Division *w.e.f.* May, 2001 and remained as such till 31-3-2003 and his services were terminated *w.e.f.* 31-3-2003 without any reason. No 12-2-2008 he was re-engaged and worked as beldar upto 1-5-2008 when his services were again retrenched. The reference before this court pertains to the alleged termination of the services of petitioner *w.e.f.* May, 2008 only. In cross-examination the petitioner has denied that he left the work out of his own free will in the month of August, 2008.

11. RW1 Shri Ajit Kumar Thakur, Divisional Forest Officer has deposed on oath that the services of petitioner were never retrenched on 31-3-2003 and 1-5-2008. According to him petitioner had himself abandoned the services in August, 2009 and never returned back. He has also alleged that petitioner has never completed 240 days of work in any year of his initial engagement. He has further alleged that petitioner being a seasonal forestry worker worked intermittently as casual labourer. The forestry works are seasonal depending upon the availability of work and funds.

12. With respect to the employment of the petitioner the mandays chart Ext. RW1/B has been produced by the respondents and the petitioner has also produced on record the mandays chart Ext. PW1/B which is also issued from the office of Range Forest Officer Kangoo Range. In cross-examination of petitioner the mandays chart Ext. PW1/B has not been disputed as incorrect and last month of the work are depicted as April and May, 2008. RW1 Shri Ajit Kumar Thakur has admitted in his cross-examination that no original record regarding the attendance of the petitioner has been produced by the respondents. He admits that there are contradictions in the mandays chart Ext. RW1/B produced by the respondents and Ext. PW1/B produced on record by the petitioner. He states that he can produce the original attendance record of petitioner but no such record has been produced till the conclusion of the proceedings.

13. The relationship of employer and employee between the respondents and petitioner is not disputed and petitioner has laid his claim on the basis of mandays chart Ext. PW1/B. In case there was any discrepancy between mandays chart Ext. PW1/B issued by the office of respondents and Ext. RW1/B, the burden lay on the respondent to clear the discrepancy by production of original attendance record of the petitioner or explain the reason for discrepancy between two documents which are issued by the same office. It appears that respondent either did not keep the complete record of petitioner's work days or such record has been suppressed deliberately.

14. The contention of the petitioner in his affidavit is that he was engaged and re-engaged on May, 2001 and on 12-2-2008 and terminated on 1-5-2008. In order to get relief under Section 25-F of the Industrial Disputes Act, 1947 he has to establish that he completed 240 days of work in 12 months preceding his termination. There is no such evidence with regard to completion of 240 days of work by the petitioner as on 1-5-2008. The petitioner has however mentioned in his affidavit that the other workmen junior to the petitioner namely S/Sh. Balak Ram s/o Sh. Bhikham Ram, r/o Vill. Chandog, Jagdish s/o Sh. Tula ram, r/o Vill. Chandog, Raj Kumar s/o Sh. Hira Lal, r/o Vill. Dhar, Lachhi Ram s/o Sh. Attma Ram, r/o VPO & Sub Tehsil Nihri, District Mandi and Narayan Singh s/o Sh. Balabh, r/o Village Dhagora, P.O. Balag, Tehsil Nihri are similarly situated as the petitioner are still working with the respondents. He has also stated on oath that the work is still available with the respondents and respondents with malafide intention had not engaged the petitioner. He has also mentioned certain worker namely S/Sh. Jeet Ram s/o Laungu Ram, Desh Raj s/o Sh. Prem Lal, Ram Dayal s/o Sh. Karam Singh, Prakash Chand s/o Sh. Devi Singh who are alleged to be engaged with him (petitioner) and are still working with the respondents and are not terminated by the respondents. In the cross-examination of the petitioner these facts have not been controverted by the respondents. A careful perusal of affidavit Ext. RW1/A Shri Ajit Kumar Thakur also shows that there is no specific averment made to controvert these facts alleged by the petitioner. Respondents have however produced on record mandays chart Ext. RW1/C pertaining to the workers namely Shri Jeet Ram s/o Laungu Ram, Sh. Ram Dayal s/o Sh. Karam Singh, Sh. Jai Parkash s/o Sh. Devi Singh and Sh. Desh Raj s/o Sh.Prem Dass. Perusal of the mandays chart Ext. RW1/C shows that except Shri Jeet Ram the remaining workers have been employed with the respondents department prior to 2001. Shr. Jeet Ram s/o Shri Laungu Ram appears to have been working with the department since the year 2001 which fact is not clearly denied by the respondents. Considering the fact that Sh. Jeet Ram was employed in the same year that of the petitioner and there is nothing on record to show that Sh. Jeet Ram was employed prior to the petitioner, the case of the petitioner falls under Section 25-G of the Industrial Disputes Act, 1947. It appears that the services of the petitioner were retrenched by the respondents deliberately in order to prevent him for receiving the benefits of continuous service and the workmen who were junior to the petitioner are still continuously employed by the respondents. Thus the petitioner has been able to establish violation of the provisions of Section 25-G of the Industrial Disputes Act by the respondents.

15. The petitioner in his demand notice on the basis of which the reference has been received by this court has made specific allegations regarding wrongful termination of the services of the petitioner by the respondents and alleges that his juniors have been retained by the employer the fact establish on the case file does not expressly entitled the petitioner for relief under Section 25-F of the Industrial Disputes Act, 1947 however considering that the respondents have violated the provisions of Section 25-G of the Industrial Disputes Act, 1947. The petitioner can be granted relief to the extent that he is entitled for lump sum compensation of Rs.1 lakh from the respondents along-with reinstatement to the post already held by him in May, 2008 on the similar terms. Hence this issue is decided accordingly.

Issues No. 2 and 3

16. The onus of proving these issues was on the respondents. The case of the respondents qua maintainability of the petition has already been set aside and it appears that the demand notice has been issued by the petitioner within reasonable period of time moreover no specific arguments have been raised on behalf of the respondents in this aspect. Thus issues No. 3 and 4 are decided in the favour of the petitioner and against the respondents.

RELIEF

17. In view of my discussion on the issues no. 1 to 4 above, the claim petition succeeds and is partly allowed. The petitioner is entitled for lump sum compensation of Rs.1 lakh from the respondents along-with reinstatement to the post already held by him in May, 2008 on the similar terms. Parties are left to bear their costs.

18. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of April, 2026.

(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala (H.P.).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM -INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)

Ref. No.: 94/2023 Date of Institution: 03-11-2023 Date of Decision: 30-4-2026

Shri Suresh Kumar s/o Shri Harkhu Ram, c/o Himachal Pradesh Medical Representative Association, Unit Hamirpur, District Hamirpur, H.P. ….Petitioner.

Versus

The Employer, M/s Venus Remedies Limited, 51-52, Industrial Area, Phase-I, Panchkula, Haryana. ....*Respondent.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the petitioner : Sh. Ankur Soni, Ld. Adv.
For the respondent : Sh. Rahul Sharma, Ld. Adv.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner:—

> "Whether the termination of services of Shri Suresh Kumar S/O Shri Harkhu Ram, C/O Himachal Pradesh Medical Representative Association, Unit Hamirpur, District Hamirpur, H.P. by the Employer M/S Venus Remedies Limited, 51-52, Industrial Area, Phase-I, Panchkula, Haryana *vide* termination letter dated 05-02-2021 without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past services benefits and compensation the above worker is entitled to from the above employer/management?"

2. The brief facts as stated in the claim petition are that the petitioner was appointed as business executive by the respondent at Hamirpur Head Quarter since 2008. The applicant completed the 13 years of long service with the respondent in the period of appointment. The petitioner worked hard but respondent ignored all the efforts of the petitioner and transferred the petitioner from Hamirpur headquarter to Chandigarh headquarter vide letter dated 24-12-2020 with direction to join the duties *w.e.f.* 1-1-2020. This transfer was during high period of pandemic Covid-19. It is alleged that in order to shunting the employees transferred them to different locations so that they left the company by themselves. On 30-12-2020 applicant wrote an email to respondent for cancelation his transfer and to resume his duty at Chandigarh headquarter. On 1-1-2021 due to medical issues the applicant could not join his duty at new headquarter as the grandfather and parents of petitioner are old aged and reside with the petitioner have various medical problems. On 14-1-2021 the respondent company again issued final opportunity to join the duty within 24 hours it shows that he was not able to join new headquarter due medical reason and family problems. On 5-2-2021 the respondent relieved the applicant petitioner from his service. Petitioner has alleged that his services were illegally terminated by the respondent. Petitioner also alleges that the respondent has not paid any leave encashment, gratuity and bonus to him and he has prayed that respondent be directed to pay compensation to the tune of Rs. 5 lakh along-with interest for illegal termination along-with leave encashment, gratuity, bonus and litigation expenses.

3. In reply to the claim petition preliminary objections qua maintainability, concealment of true and material facts by the petitioner, the petitioner being relieved in accordance with the conditions of his appointment letter, respondent right to transfer the services of his employee on its sole discretion and transfer in accordance with certified standing orders etc. have been raised. On merits, it is submitted that petitioner was appointed as business executive officer with the respondent on 21-2-2008 and he remained on probation period for one year. The appointment of the petitioner took place as per the appointment letter Form-A and provided under Rule 22 (1) of Sale Promotion Employee (Condition of Service) Rules, 1976. The nature of duties performed by the petitioner were mentioned in clause 9 of the appointment letter. The respondent have their approved standing orders and conditions of service of petitioner was also governed under the said rules and regulations. It is further submitted that due to lockdown during covid-19 pandemic the business of respondent was affected severely. Respondent could not do much in domestic sales and all sales and marketing employees remained at home and petitioner was one of them. The sales of respondent's products of petitioner's headquarter were loss making or generating minimal sales. The respondent however in order to keep the employees motivated paid full salary to the petitioner. Respondent had to restructure the domestic operation by closing down the business at loss making headquarter including the petitioner's headquarter. Therefore within the ambit of law, regulations

and in accordance with condition of appointment letter the services of petitioner were transferred from Hamirpur headquarter to Chandigarh headquarter *w.e.f.* 1-2-2021 vide transfer letter dated 24-12-2020. The petitioner however refused to join at new headquarter with lame excuse and requested to cancel his transfer vide email dated 30-12-2020 and 1-1-2021 and requested to proceed on medical leave. Lenient view was taken regarding health of petitioner and respondents waited for considerable time. No further communication was received in this regard as such the respondent issued another letter dated 14-1-2021 to join the duty at new headquarter within 24 hours. Petitioner however neither joined the assigned location nor replied to the letter neither he tried to communicate with the respondent. Petitioner did not submit any medical report with regard to his medical leave and fitness certificate. The respondent was constrained to relieve the petitioner from his service as on 5-2-2021. Thus dismissal of petitioner was just proper and within the manner of law. Other averments and allegations made in the claim petition have been denied and it is prayed that claim petition being devoid of merits deserves to be dismissed with exemplary cost.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether termination of services of the petitioner by the respondent without complying with the provisions of the Industrial Disputes Act, 1947, is illegal and unjustified, as alleged? OPP

2. If issue no.1 is proved in affirmative, to what amount of back wages, past service benefits, seniority and compensation the petitioner is entitled to from the respondent/employer? OPP

3. Whether the claim petition is not maintainable, as alleged? OPR

Relief.

6. Petitioner Shri Suresh Kumar in order to prove his case examined Shri Ashu Bhatli as PW1 by way of affidavit Ext. PW1/A. This witness has stated that petitioner had worked with him in the company of the respondent for about 13 years. During appointment of the petitioner he worked hard however respondent ignored all the efforts and petitioner was transferred from Hamirpur headquarter to Chandigarh. Petitioner had requested the respondent with regard to cancelation of his transfer and on 1-1-2021 due to medical issue he has not able to join. This witness had supported and corroborated the allegations and it is alleged that respondent without following the rules and regulations terminated the services of the petitioner and revoked the employer employee relationship. Petitioner stepped into the witness box as PW2 and reiterated the facts stated in the petition by way of his affidavit Ext. PW2/A. He has also produced on record the documents *i.e.* copy of letter dated 28-5-2022 Ext. PW2/B, copy of letter dated nil Ext. PW2/C, copy of letter dated nil Ext. PW2/D, copy of email dated 30.12.2020 Ext. PW2/E, copy of letter dated 21-2-2008 Ext. PW2/F, copy of standing order Ext. PW2/G, copy of email dated 30-12-2020 Ext. PW2/H, copy of letter dated 14-1-2021 Ext. PW2/J, copy of letter dated 5-2-2021 Ext. PW2/K, copy of email dated 5-5-2021 Ext. PW2/L, copy of letter dated 27-10-2020 Mark-A, copy of death certificate Ext. PW2/M and copy of prescription slip Ext. PW2/N.

7. Respondent on the other hand has examined Shri Vijay Kumar Pal, Deputy General Manager by way of affidavit Ext. RW1/A. This witness has reiterated the averments made in the reply to the claim petition in his affidavit and prayed that claim deserves to be dismissed.

8. I have heard the learned Counsel for both the parties at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1 : Partly Yes

Issue No. 2 : Decided accordingly

Issue No. 3 : No

Relief. : Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issue No. 1

10. Petitioner Shri Suresh Kumar has stated on oath that he was employed in the respondent company since 2008 and continued to work for 13 years long services. This fact has not disputed by the respondent. It is further submitted by petitioner that vide letter dated 24-12-2020 he was transferred to Chandigarh with a direction to join *w.e.f.* 1-1-2021. This transfer order was made during high period of pandemic Covid-19. He has alleged that respondent intended to shunt the employees due to which reason the employment of petitioner and others was transferred to different locations out of their original work station so that they leave the company. The factum of transfer is not disputed by the respondent though it is asserted that the transfer was result of restructuring of the company which was affected severely due to Covid-19 pandemic and loss of sales. The various communications between the petitioner and respondent have also been proved on record. On 30-12-2020 petitioner wrote an email to the respondent for cancelation of his transfer submitting that he was not in a position to resume his duty at Chandigarh headquarter. The various emails which formed the communication between the petitioner and the respondent have also been proved in the court as Ext. PW2/E. It is the contention on behalf of the respondent stated on oath by RW1 Shri Vijay Kumar Pal that the appointment of the petitioner was in accordance with appointment letter dated 21-2-2008. The said appointment letter is duly proved on record as Ext. PW2/F. As pointed out by the respondent Clause 4 of the appointment letter reads as follows "*your headquarter for the time being at Hamirpur (HP) such areas as may be assigned to you by the management. Yours services are liable to be transferred anywhere in India at sole discretion of management. Your refusal for such transfer non joining at new Head quarter will be termed as unwillingness to serve the Company which will constitute serious misconduct".* RW1 Shri Vijay Kumar Pal has alleged in his statement that a plain, simple and harmonious reading of the aforesaid clause makes it abundantly clear that the respondent reserves the exclusive right to transfer the services of its employees anywhere in India at its sole discretion. It was clear from this clause that the allotted head quarter/location of petitioner at the time of his appointment was for the time being liable to be transferred anywhere in India. Any refusal to accept such transfer or failure to join at new place/headquarter of posting amounted to unwillingness to serve the respondent which is expressly defined as serious misconduct warranting action including to relieve the employee from service. Clause 33 of Certified Standing Orders of respondent unequivocally provides as "*Workman shall be liable to be transferred from the factory to any other factory/or establishment of the company anywhere in India and/or from one department to another or from one job to another subject to the condition that the basic emoluments are not lower than what he is drawing at the place where he is working and that he is found suitable for the job, within the time allowed by the Company"*. The reasons of transfer given by the respondent was restructuring on account of Covid-19 pandemic and consequent hardship being faced by the company due to loss of sales. The

petitioner in his cross-examination has admitted that as per the Clause 4 of the appointment letter he could be transferred anywhere in India by the company however he has added that transfer could only occur in case of any misconduct. With regard to the hardship being faced by the company during Covid-19 pandemic it is important to peruse cross-examination of RW1/ Shri Vijay Kumar Pal who has admitted that the work of the company is still being carried out at Hamirpur area/territory. He has not denied but merely feigned ignorance that new employees are working in the said area in place of petitioner. Considering the statement of Shri Vijay Kumar Pal it appears that the reason given by the respondent for the transfer of petitioner do not appear to be bonafide. The petitioner has nowhere stated that he was not willing to join at Chandigarh. It is correct that various emails have been sent by him to the respondent wherein he has mentioned his family responsibility and ill health due to which he was unable to join at new headquarter. Respondent has submitted that petitioner did not produce any medical fitness of his illness. This fact is however denied by the petitioner. In the present proceedings also the petitioner has produced on record a medical slip from Government Hospital Hamirpur Ext. PW2/N whereby he has been advised for 10 days medical rest on 9-1-2021. He was also examined on 21-1-2021. The respondent had given last date of joining as on 14-1-2021 during which time as per the said medical slip the petitioner was still undergoing treatment. On 5-2-2021 the petitioner was relieved from his services and petitioner has specifically alleged that he was condemned unheard. RW1 Shri Vijay Kumar Pal has alleged in his deposition that non joining of the petitioner on the date fixed by the respondent amounted to gross misconduct and this fact is also mentioned in condition no. 4 of the appointment letter. Pertinent to mention here that the company had presumed the misconduct of the petitioner without giving any opportunity being heard, without allowing him to produce his medical certificate or without recording the statement of witnesses in this regard. The respondent has alleged misconduct on the part of the petitioner and relieved his services without preparing any charge-sheet for the alleged misconduct or dispensing with his services after holding an inquiry. The conduct of the respondent comes under shadow of doubt as RW1 Shri Vijay Kumar Pal has admitted that work of respondent is still being carried out at Hamirpur/territory. It appears from oral and documentary evidence that respondent has relieved the petitioner from his services in a hasty manner without procedure established by law despite the fact that company has Model Standing Orders consisting of Rules to prove the misconduct of an employee. The termination of services of the petitioner was not in accordance with the principle of natural justice and the provisions of the Industrial Disputes Act, 1947. No doubt sum of Rs.1,51,311/- has been paid in the account of the petitioner as full and final settlement however it is proved that the services of the petitioner were illegally terminated by the respondent thus issue no.1 is decided partly in the favour of the petitioner.

Issue No. 2

11. It is not disputed fact that petitioner was appointed as business executive by the respondent in the year 2008 and he continued to work with the respondent till the year 2020. 13 years of long service was dedicated by the petitioner in the respondent company however his termination was carried out abruptly in the guise of transfer without giving any opportunity of being heard. The petitioner has not claimed for the reinstatement in his claim petition however in accordance with the relief claimed the petitioner is held entitled to compensation of Rs. 3 lakh along-with interest @ of 6% per annum from date of his termination till payment from the respondent. Hence this issue is decided accordingly.

Issue No. 3

12. The onus of proving this issue was on the respondent. The maintainability was primarily challenged on the ground that petitioner has failed to join at new headquarter when his services were transferred by the respondent. It appears that after transfer no opportunity of being

heard was afforded to the petitioner and his services were terminated without following the principle of natural justice and the provisions of the Industrial Disputes Act, 1947, hence the present claim petition is maintainable and issue no. 3 is decided in the favour of the petitioner and against the respondent.

RELIEF

13. In view of my discussion on the issues no. 1 to 3 above, the claim petition succeeds and is partly allowed. The petitioner has not claimed for the reinstatement in his claim petition however in accordance with the relief claimed, the petitioner is held entitled to compensation of Rs.3 lakh along-with interest @ 6% per annum from date of termination till payment from the respondent. Parties are left to bear their costs.

14. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of April, 2026.

(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala (H.P.).

OFFICE OF THE ADVOCATE GENERAL

STATE OF HIMACHAL PRADESH, SHIMLA

NOTIFICATION

Shimla-171 001, the 7th May, 2026

No. 1-16/2000-III.—Sanction is hereby accorded to the grant of four (04) days earned leave *w.e.f.* 12th to 15th May, 2026 in favour of Shri Jagdeep Singh Guleria, Deputy Advocate General of this department.

Certified that Shri Jagdeep Singh Guleria, Deputy Advocate General would have continued to officiate, but for his proceeding on four (04) days earned leave and that, this period of leave will count for earning his annual increment.

Certified that Shri Jagdeep Singh Guleria, Deputy Advocate General is likely, on the expiry of leave to return for duty to the station from where he proceeds on leave.

Sd/-
(RAMAKANT SHARMA)
Additional Advocate General.

OFFICE OF THE ADVOCATE GENERAL

STATE OF HIMACHAL PRADESH, SHIMLA

OFFICE ORDER

Shimla-171 001, the 25th April, 2026

No. 3-15/91-III.—Sanction is hereby accorded to the grant of seven (07) days earned leave *w.e.f.* 28th April to 4th May, 2026 in favour of Sh. Nand Lal, Superintendent Gr-I of this department.

Certified that Sh. Nand Lal ,Superintendent Gr-I would have continued to officiate, but for his proceeding on seven (07) days earned leave and that, this period of leave will count for earning his annual increment.

Certified that Sh. Nand Lal, Superintendent Gr-I is likely, on the expiry of leave to return for duty to the station from where he proceeds on leave.

Sd/-
(RAMAKANT SHARMA)
Additional Advocate General.

OFFICE OF THE ADVOCATE GENERAL

STATE OF HIMACHAL PRADESH, SHIMLA

NOTIFICATION

Shimla-171 001, the 28th April, 2026

No. 1-10/2016.—Sanction is hereby accorded to the grant of five (05) days earned leave *w.e.f.* 4th to 8th May, 2026 with permission to avail prefix/ suffix *i.e.* Sundays and Second Saturday falling on 3rd, 9th and 10th May, 2026 in favour of Shri Raksh Paul Singh, Deputy Advocate General of this department.

Certified that Shri Raksh Paul Singh, Deputy Advocate General would have continued to officiate, but for his proceeding on five (05) days earned leave and that, this period of leave will count for earning his annual increment.

Certified that Shri Raksh Paul Singh, Deputy Advocate General is likely, on the expiry of leave to return for duty to the station from where he proceeds on leave.

Sd/-
(RAMAKANT SHARMA)
Additional Advocate General.

ADVOCATE GENERAL DEPARTMENT

HIMACHAL PRADESH, SHIMLA-171 001

NOTIFICATION

Shimla-171 001, the 30th April, 2026

No. 1-19/2023.—Sanction is hereby accorded to the grant of four (04) days earned leave for *w.e.f.* 27th to 30th April, 2026 with permission to avail prefix/suffix *i.e.* Sunday and Gazetted Holiday falling on 26th April and 1st May, 2026, in favour of Sh. Yash Pal Singh Dhaulta, Additional Advocate General .

Certified that Sh. Yash Pal Singh Dhaulta, Additional Advocate General would have continued to officiate but for his proceeding on four (04) days earned leave and this period will count for continuation of his service.

Certified that Sh. Yash Pal Singh Dhaulta, Additional Advocate General is likely, on the expiry of leave to return for duty to the station from where he proceeded on leave.

Sd/-
(RAMAKANT SHARMA)
Additional Advocate General.

OFFICE OF THE ADVOCATE GENERAL

STATE OF HIMACHAL PRADESH, SHIMLA

NOTIFICATION

Shimla-171 001, the 24th April, 2026

No. 1-48/2014.—In supersession of this department notification No. 1-48/2014-1164-66, dated 30th March, 2026 and pursuant to her application dated 24th April, 2026, Earned Leave *w.e.f.* 24th April to 5th May, 2026 of Smt. Seema Sharma, Deputy Advocate General of this department is hereby cancelled.

Sd/-
(RAMAKANT SHARMA)
Additional Advocate General.

ADVOCATE GENERAL DEPARTMENT

HIMACHAL PRADESH, SHIMLA-171 001

NOTIFICATION

Shimla-171 001, the 30th April, 2026

No. 1-29/2024.—Sanction is hereby accorded to the grant of four (04) days earned leave *w.e.f.* 4th to 7th May, 2026 with permission to avail prefix *i.e.* Sunday falling on 3rd May, 2026 in favour of Ms. Archana Negi, Deputy Advocate General.

Certified that Ms. Archana Negi, Deputy Advocate General would have continued to officiate but for her proceeding on four (04) days earned leave and that, this period will count for continuation of her service.

Certified that Ms. Archana Negi, Deputy Advocate General is likely, on the expiry of leave to return for duty to the station from where she proceeds on leave.

Sd/-
(RAMAKANT SHARMA)
Additional Advocate General.

ADVOCATE GENERAL DEPARTMENT

HIMACHAL PRADESH, SHIMLA-171 001

NOTIFICATION

Shimla-171 001, the 31st March, 2026

No. 1-28/2024.—Sanction is hereby accorded to the grant of two (02) days earned leave for 30th and 31st March, 2026 with permission to avail prefix *i.e.* Sunday which fell on 29th March, 2026 in favour of Sh. Raj Negi, Deputy Advocate General.

Certified that Sh. Raj Negi, Deputy Advocate General would have continued to officiate but for his proceeding on two (02) days earned leave and that, this period will count for continuation of his service.

Certified that Sh. Raj Negi, Deputy Advocate General is likely, on the expiry of leave to return for duty to the station from where he proceeded on leave.

Sd/-
(RAMAKANT SHARMA)
Additional Advocate General.

ADVOCATE GENERAL DEPARTMENT

HIMACHAL PRADESH, SHIMLA-171 001

NOTIFICATION

Shimla-171 001, the 7th April, 2026

No. 1-34/2024.—Sanction is hereby accorded to the grant of five (05) days earned leave *w.e.f.* 6th to 10th April, 2026 with permission to avail prefix/suffix *i.e.* Sunday and Second Saturday falling on 5th, 11th and 12th April, 2026 in favour of Sh. Anish Banshtu, Deputy Advocate General of this department.

Certified that Sh. Anish Banshtu, Deputy Advocate General would have continued to officiate but for his proceeding on five (05) days earned leave and this period will count for continuation of his service.

Certified that Sh. Anish Banshtu, Deputy Advocate General is likely, on the expiry of leave will return for duty to the station from where he proceeds on leave.

Sd/-
(RAMAKANT SHARMA)
Additional Advocate General.

ADVOCATE GENERAL DEPARTMENT

HIMACHAL PRADESH, SHIMLA-171 001

NOTIFICATION

Shimla-171 001, the 8th April, 2026

No. 1-22/2023.—Sanction is hereby accorded to the grant of five (05) days earned leave *w.e.f.* 6th to 10th April, 2026 with permission to avail prefix/suffix *i.e.* Sunday and Second Saturday falling on 5th, 11th and 12th April, 2026 in favour of Sh. Jitender Sharma, Additional Advocate General of this department.

Certified that Shri Jitender Sharma, Additional Advocate General would have continued to officiate but for his proceeding on five (05) days earned leave and this period will count for continuation of his service.

Certified that Shri Jitender Sharma, Additional Advocate General is likely, on the expiry of leave to return for duty to the station from where he proceeded on leave.

Sd/-
(RAMAKANT SHARMA)
Additional Advocate General.

OFFICE OF THE ADVOCATE GENERAL

STATE OF HIMACHAL PRADESH, SHIMLA

OFFICE ORDER

Shimla-171 001, the 15th June, 2026

No. 3-15/91-III.—Sanction is hereby accorded to the grant of two (02) days earned leave for 9th and 10th June, 2026 in favour of Sh. Nand Lal, Superintendent Gr-I of this department.

Certified that Sh. Nand Lal ,Superintendent Gr-I would have continued to officiate, but for his proceeding on two (02) days earned leave and that, this period of leave will count for earning his annual increment.

Certified that Sh. Nand Lal, Superintendent Gr-I was likely, on the expiry of leave to return for duty to the station from where he proceeded on leave.

Sd/-
(RAMAKANT SHARMA)
Additional Advocate General.

TOURISM DEPARTMENT

CANCELLATION ORDER OF TOURISM UNIT

Dated 3rd June, 2026

No. 141025/59812.—Whereas Tourism Unit namely Dev Bhoomi Travels Himachal Guide, Nr. SBI, Manali registered/renewed *vide* No. 2-126/2017-KLU-TD-2213, dated 21-11-2017 under the Himachal Pradesh Tourism Dev. & Registration Act-2002.

Whereas the Prop. of above unit *vide* his/her appliction dated 03-06-2026 has requested to cancel its Registration Certificate since he/she has cease to operate the Tourism unit with immediate effect.

Therefore, I Dr. Rohit Sharma, HAS, Deputy Director Tourism/Distt. Tourism Dev. Officer/ATDO in exercise of the power vested in me under Section 30 (a) of Himachal Pradesh Tourism Dev. & Registration Act-2002, hereby order to remove the name of the Tourism unit namely Dev Bhoomi Travels Himachal Guide, Nr. SBI Manali from the register and cancel its certificate of registration with immediate effect.

Sd/-
Prescribed Authority,
Kullu, District Kullu (H.P.).

[Authoritative English Text of this department Notification number PWD-B-F0(5)/13/2024-231851 dated 04-06-2026 as required under Clause (3) of Article 348 of the Constitution of India)].

PUBLIC WORKS DEPARTMENT

NOTIFICATION

Shimla-2, 4th June, 2026

No. PWD-B-F0(5)/13/2024-231851.—Whereas it appears to the appropriate Government that a total of 11-07-00 Bigha land is required in Village/Mohal/Up-Mohal Bhagani, Tehsil Paonta Sahib, District Sirmaur, H.P. for public purpose, namely construction of approach road from Paonta Dakpather road (MDR-94) to connect bridge over Yamuna river (constructed by the NH Uttrakhand) at Navghat Bhimwala (Vikasnagar) (UK) Km 0/00 to 0/650 (for inter-State connectivity under State Head MNP) in Public interest.

The Social Impact Assessment study was carried out by Social impact Assessment (SIA) unit and a report submitted/preliminary investigation by a team constituted by the Land Acquisition Collector as laid under rule (4). The summary of the Social Impact Assessment report/preliminary investigation is as follows:—

The Government of Himachal Pradesh has issued Notification *vide* dated 12-06-2025 under section 4 of the Right to Fair Compensation and Transparency in Land Acquisition Rehabilitation and Resettlement Act, 2013(30 of 2013) to carry out Social Impact Assessment (SIA) Study. The Social Impact Assessment (SIA) Study was carried out by the Social Impact Assessment Unit for the purpose and a report has been submitted to the Government. The Government of Himachal Pradesh has got conducted that Appraisal Assessment of SIA study from the "Expert Group"

notified *vide* Notification dated 01-11-2025 which have recommended approval and implementation of the land acquisition proposal subject to payment of fair and lawful compensation strictly in accordance with the provisions of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, as project is socially acceptable, technically viable, economically sound and essential for regional development and public welfare. The copies of Social Impact Assessment (SIA) Report as well as copies of Appraisal Report of "Expert Group" were supplied to the District Collector, Nahan at District Sirmaur, H.P. and the Sub-Divisional Magistrate, Paonta Sahib, District Sirmaur, H.P. for publication in affected area(s) *vide* letter dated 05-02-2026.

No families are likely to be displaced due to the proposed land acquisition.

Therefore, it is notified that for the above said purpose, the detail of land under acquisition is as under:—

District	Tehsil	Name of Village/ Mohal/Up-Mohal	Khasra Nos.	Area (in Bigha)
Sirmaur	Paonta Sahib	Bhagani	1452/938/1	00-02-00
			2136/1453/938/1	00-18-00
			1559/937/1	10-07-00
		Total..	**Kitta-3**	**11-07-00**

This notification is made under the provisions of section 11 (1) of the Right to Fair Compensation and Transparency in Land Acquisition Rehabilitation and Resettlement Act, 2013(30 of 2013), to all whom it may concern. A plan of land may be inspected in the Office of the Land Acquisition Collector (Shimla Zone) on any working day during working hours.

The Governor of Himachal Pradesh, is pleased to authorize concerned Officer to enter upon and survey land, take levels of any land, dig or bore into the sub-soil and do all others acts required for the proper execution of their work as provided and specified in section 12 of the said Act.

Under section 11 (4) of the Act, no person shall make any transaction or cause transaction of land *i.e.* sale/ purchase, etc., or create any encumbrances on such land from the date of publication of such notification without prior approval of the Collector.

Objections to the acquisitions, if any, may be filed by the person interested within 60 (sixty days) from the date of publication of this notification as provided under section 15 of the Act, before the Land Acquisition Collector(South Zone), HPPWD, Winter Field, Shimla-3.

By order/-
Principal Secretary (PWD).

ब अदालत श्री डीसी राम राणा, नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी, उप–तहसील तेलका, जिला चम्बा, हिमाचल प्रदेश

मिसल नं0 : 41 ना0 तह0 / वाचक / उप–तहसील / तेलका / 2026–381–82 दिनांक : 08–06–2026

तरसेम सिंह पुत्र श्री मीर चन्द, गांव भाबडोगा, डा0 पणतह, तहसील सलूणी, जिला चम्बा (हि0प्र0)
.. वादी।

बनाम

आम जनता एवं ग्राम पंचायत सेरी, विकास खण्ड सलूणी। .. प्रतिवादी।

विषय.––जन्म तिथि प्रविष्ट करने बारे।

इस अदालत में प्राप्त दस्तावेज क्रमशः (1) जिला पंजीकरण (जन्म एवं मृत्यु) मुख्य चिकित्सा अधिकारी चम्बा के कार्यालय पत्र संख्या HFW-B&D/CMO-CBA/2026-4448, Dated 05–03–2026, (2) शपथ पत्र, (3) जन्म रिपोर्ट, (4) अप्राप्यता प्रमाण–पत्र, (5) आवेदक तरसेम सिंह पुत्र श्री मीर चन्द, गांव भाबडोगा, डा0 पणतह, उप–तहसील तेलका, तहसील सलूणी, जिला चम्बा (हि0प्र0) की जन्म तिथि किन्हीं कारणों से पंचायत अभिलेख में दर्ज करने से रह गई है। परिणामस्वरूप पंचायत जन्म पंजीकरण रजिस्टर में आवेदक का जन्म दर्ज न हुआ है, जो नियमानुसार अनिवार्य है। इस विषय की पुष्टि शपथ–पत्र व जारी जन्म रिपोर्ट जो जिला पंजीकरण जन्म एवं मृत्यु अधिकारी चम्बा ने अपने प्रमाण–पत्र जो दिनांक 05–03–2026 को जारी हुआ है, उसमें की है।

अतः सर्वसाधारण को इस नोटिस के माध्यम से सूचित किया जाता है कि तरसेम सिंह पुत्र श्री मीर चन्द, गांव भाबडोगा, डा0 पणतह, उप–तहसील तेलका, तहसील सलूणी, जिला चम्बा (हि0प्र0) की जन्म तिथि 06–08–1981 जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के प्रावधानों के अन्तर्गत पंचायत के सम्बन्धित अभिलेख अथवा जिला पंजीकरण (जन्म एवं मृत्यु) द्वारा अभिलेख में दर्ज करने के आदेश पारित किये जाने हैं। अगर किसी को किसी भी प्रकार की कोई आपत्ति हो तो वह इस अदालत में नोटिस (इश्तहार) के एक माह के भीतर सुबह 10.00 बजे से सायं 5.00 बजे तक अपनी आपत्ति दर्ज करवा सकता है। निर्धारित अवधि में आपत्ति न आने की सूरत में आवेदक तरसेम सिंह पुत्र श्री मीर चन्द, गांव भाबडोगा, डा0 पणतह, उप–तहसील तेलका, तहसील सलूणी, जिला चम्बा (हि0प्र0) की जन्म तिथि सम्बन्धित अभिलेख में दर्ज करने के आदेश ग्राम पंचायत सचिव लिग्गा को पारित कर दिये जाएंगे।

आज दिनांक 05–06–2026 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी हुआ।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता, द्वितीय श्रेणी,
उप–तहसील तेलका, जिला चम्बा (हि0प्र0)।

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ब अदालत श्री डीसी राम राणा, नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी, उप–तहसील तेलका, जिला चम्बा, हिमाचल प्रदेश

मिसल नं0 : 39 ना0 तह0 / वाचक / उप–तहसील / तेलका / 2026–375–76 दिनांक : 08–06–2026

उतम सिंह पुत्र श्री भीलो, गांव लदवह, डा0 लिग्गा, तहसील सलूणी, जिला चम्बा (हि0प्र0)
.. वादी।

बनाम

आम जनता एवं ग्राम पंचायत लिग्गा, विकास खण्ड सलूणी। .. प्रतिवादी।

विषय.––जन्म तिथि प्रविष्ट करने बारे।

इस अदालत में प्राप्त दस्तावेज क्रमशः (1) जिला पंजीकरण (जन्म एवं मृत्यु) मुख्य चिकित्सा अधिकारी चम्बा के कार्यालय पत्र संख्या HFW-B&D/CMO-CBA/2026-17516, Dated 26–05–2026, (2) शपथ पत्र,

(3) जन्म रिपोर्ट, (4) अप्राप्यता प्रमाण–पत्र, (5) आवेदक उत्तम पुत्र श्री भीलो, गांव लदवह, डा0 लिग्गा, उप–तहसील तेलका, तहसील सलूणी, जिला चम्बा (हि0प्र0) की जन्म तिथि किन्हीं कारणों से पंचायत अभिलेख में दर्ज करने से रह गई है। परिणामस्वरूप पंचायत जन्म पंजीकरण रजिस्टर में आवेदक का जन्म दर्ज न हुआ है, जो नियमानुसार अनिवार्य है। इस विषय की पुष्टि शपथ–पत्र व जारी जन्म रिपोर्ट जो जिला पंजीकरण जन्म एवं मृत्यु अधिकारी चम्बा ने अपने प्रमाण–पत्र जो दिनांक 26–05–2026 को जारी हुआ है, उसमें की है।

अतः सर्वसाधारण को इस नोटिस के माध्यम से सूचित किया जाता है कि उत्तम पुत्र श्री भीलो, गांव लदवह, डा0 लिग्गा, उप–तहसील तेलका, तहसील सलूणी, जिला चम्बा (हि0प्र0) की जन्म तिथि 14–02–1964 जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के प्रावधानों के अन्तर्गत पंचायत से सम्बन्धित अभिलेख अथवा जिला पंजीकरण (जन्म एवं मृत्यु) द्वारा अभिलेख में दर्ज करने के आदेश पारित किये जाने हैं। अगर किसी को किसी भी प्रकार की कोई आपत्ति हो तो वह इस अदालत में नोटिस (इश्तहार) के एक माह के भीतर सुबह 10.00 बजे से सायं 5.00 बजे तक अपनी आपत्ति दर्ज करवा सकता है। निर्धारित अवधि में आपत्ति न आने की सूरत में उत्तम पुत्र श्री भीलो, गांव लदवह, डा0 लिग्गा, उप–तहसील तेलका, तहसील सलूणी, जिला चम्बा (हि0प्र0) की जन्म तिथि सम्बन्धित अभिलेख में दर्ज करने के आदेश ग्राम पंचायत सचिव लिग्गा को पारित कर दिये जाएंगे।

आज दिनांक 05–06–2026 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी हुआ।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता, द्वितीय श्रेणी,
उप–तहसील तेलका, जिला चम्बा (हि0प्र0)।

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ब अदालत श्री डीसी राम राणा, नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी, उप–तहसील तेलका, जिला चम्बा, हिमाचल प्रदेश

मिसल नं0 : 38 ना0 तह0 / वाचक / उप–तहसील / तेलका / 2026–377–78 दिनाक : 08–06–2026

सत्य देवी पुत्री श्री देविया, गांव मुन्दाह, डा0 सलूणी, तहसील सलूणी, जिला चम्बा (हि0प्र0)
.. वादिया।

बनाम

आम जनता एवं ग्राम पंचायत सलूणी, विकास खण्ड सलूणी। .. प्रतिवादी।

विषय.––जन्म तिथि प्रविष्ट करने बारे।

इस अदालत में प्राप्त दस्तावेज क्रमशः (1) जिला पंजीकरण (जन्म एवं मृत्यु) मुख्य चिकित्सा अधिकारी चम्बा के कार्यालय पत्र संख्या HFW-B&D/CMO-CBA/2026-3527, दिनांक 23–02–2026, (2) शपथ पत्र, (3) जन्म रिपोर्ट, (4) अप्राप्यता प्रमाण–पत्र, (5) आवेदिका सत्य देवी पुत्री श्री देविया, गांव मुन्दाह, डा0 सलूणी, तहसील सलूणी, जिला चम्बा (हि0प्र0) की जन्म तिथि किन्हीं कारणों से पंचायत अभिलेख में दर्ज करने से रह गई है। परिणामस्वरूप पंचायत जन्म पंजीकरण रजिस्टर में आवेदिका का जन्म दर्ज न हुआ है, जो नियमानुसार अनिवार्य है। इस विषय की पुष्टि शपथ–पत्र व जारी जन्म रिपोर्ट जो जिला पंजीकरण जन्म एवं मृत्यु अधिकारी चम्बा ने अपने प्रमाण–पत्र जो दिनांक 23–02–2026 को जारी हुआ है, उसमें की है।

अतः सर्वसाधारण को इस नोटिस के माध्यम से सूचित किया जाता है कि सत्य देवी पुत्री श्री देविया, गांव मुन्दाह, डा0 सलूणी, तहसील सलूणी, जिला चम्बा (हि0प्र0) की जन्म तिथि 03–10–1988 जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के प्रावधानों के अन्तर्गत पंचायत से सम्बन्धित अभिलेख अथवा जिला पंजीकरण (जन्म एवं मृत्यु) द्वारा अभिलेख में दर्ज करने के आदेश पारित किये जाने हैं। अगर किसी को किसी भी प्रकार की कोई आपत्ति हो तो वह इस अदालत में नोटिस (इश्तहार) के एक माह के भीतर सुबह

10.00 बजे से सायं 5.00 बजे तक अपनी आपत्ति दर्ज करवा सकता है। निर्धारित अवधि में आपत्ति न आने की सूरत में आवेदिका सत्या देवी पुत्री श्री देविया, गांव मुन्दाह, डा0 सलूणी, तहसील सलूणी, जिला चम्बा (हि0प्र0) की जन्म तिथि सम्बन्धित अभिलेख में दर्ज करने के आदेश ग्राम पंचायत सचिव सलूणी को पारित कर दिये जाएंगे।

आज दिनांक 05–06–2026 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी हुआ।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता, द्वितीय श्रेणी,
उप–तहसील तेलका, जिला चम्बा (हि0प्र0)।

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ब अदालत श्री डीसी राम राणा, नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी, उप–तहसील तेलका, जिला चम्बा, हिमाचल प्रदेश

मिसल नं0 : 40 ना0 तह0 / वाचक / उप–तहसील / तेलका / 2026–379–80 दिनाक : 08–06–2026

कुसमा पुत्री श्री ज्ञान चन्द, गांव लदवह, डा0 लिग्गा, तहसील सलूणी, जिला चम्बा (हि0प्र0) .. वादिया।

बनाम

आम जनता एवं ग्राम पंचायत लिग्गा, विकास खण्ड सलूणी। .. प्रतिवादी।

विषय.––जन्म तिथि प्रविष्ट करने बारे।

इस अदालत में प्राप्त दस्तावेज क्रमशः (1) जिला पंजीकरण (जन्म एवं मृत्यु) मुख्य चिकित्सा अधिकारी चम्बा के कार्यालय पत्र संख्या HFW-B&D/CMO-CBA/2026-24906, दिनांक 10–12–2025, (2) शपथ पत्र, (3) जन्म रिपोर्ट, (4) अप्राप्यता प्रमाण–पत्र, (5) आवेदिका कुसमा पुत्री श्री ज्ञान चन्द, गांव लदवह, डा0 लिग्गा, उप–तहसील तेलका, तहसील सलूणी, जिला चम्बा (हि0प्र0) की जन्म तिथि किन्हीं कारणों से पंचायत अभिलेख में दर्ज करने से रह गई है। परिणामस्वरूप पंचायत जन्म पंजीकरण रजिस्टर में आवेदिका का जन्म दर्ज न हुआ है, जो नियमानुसार अनिवार्य है। इस विषय की पुष्टि शपथ–पत्र व जारी जन्म रिपोर्ट जो जिला पंजीकरण जन्म एवं मृत्यु अधिकारी चम्बा ने अपने प्रमाण–पत्र जो दिनांक 10–12–2025 को जारी हुआ है, उसमें की है।

अतः सर्वसाधारण को इस नोटिस के माध्यम से सूचित किया जाता है कि कुसमा पुत्री श्री ज्ञान चन्द, गांव लदवह, डा0 लिग्गा, उप–तहसील तेलका, तहसील सलूणी, जिला चम्बा (हि0प्र0) की जन्म तिथि 01–07–1965 जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के प्रावधानों के अन्तर्गत पंचायत के सम्बन्धित अभिलेख अथवा जिला पंजीकरण (जन्म एवं मृत्यु) द्वारा अभिलेख में दर्ज करने के आदेश पारित किये जाने हैं। अगर किसी को किसी भी प्रकार की कोई आपत्ति हो तो वह इस अदालत में नोटिस (इश्तहार) के एक माह के भीतर सुबह 10.00 बजे से सायं 5.00 बजे तक अपनी आपत्ति दर्ज करवा सकता है। निर्धारित अवधि में आपत्ति न आने की सूरत में कुसमा पुत्री श्री ज्ञान चन्द, गांव लदवह, डा0 लिग्गा, उप–तहसील तेलका, तहसील सलूणी, जिला चम्बा (हि0प्र0) की जन्म तिथि सम्बन्धित अभिलेख में दर्ज करने के आदेश ग्राम पंचायत सचिव सलूणी को पारित कर दिये जाएंगे।

आज दिनांक 05–06–2026 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी हुआ।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता, द्वितीय श्रेणी,
उप–तहसील तेलका, जिला चम्बा (हि0प्र0)।

ब अदालत सहायक समाहर्ता द्वितीय वर्ग, ककीरा, जिला चम्बा, हिमाचल प्रदेश

श्री बिशन सिंह पुत्र श्री बैली राम, निवासी गांव व मुहाल डंगाडी, डाकघर तारागढ़, उप–तहसील ककीरा, जिला चम्बा, हिमाचल प्रदेश .. प्रार्थी।

बनाम

आम जनता .. प्रत्यार्थीगण।

विषय.––प्रार्थना–पत्र बराये नाम दुरुस्ती बारे।

उपरोक्त प्रार्थी श्री बिशन सिंह पुत्र श्री बैली राम, निवासी गांव व मुहाल डंगाडी, डाकघर तारागढ़, उप–तहसील ककीरा, जिला चम्बा, हिमाचल प्रदेश ने अधोहस्ताक्षरी की अदालत में प्रार्थना–पत्र, मय अन्य कागजात इस आशय से गुजारा है कि उसकी माता का सही नाम कौशल्या है, जोकि ग्राम पंचायत तारागढ़ में सही दर्ज है लेकिन राजस्व विभाग के मुहाल काहलन, पटवार वृत्त तारागढ़ में कुशल्या व मुहाल कुडेरा व मुहाल जंगल मामल, पटवार वृत्त घटासनी, उप–तहसील ककीरा, जिला चम्बा, हिमाचल प्रदेश में गलती से डुमणी दर्ज है, जिसकी दुरुस्ती की जावे।

इस सम्बन्ध में सर्वसाधारण जनता को बजरिया इश्तहार सूचित किया जाता है कि प्रार्थी की माता के नाम दुरुस्ती बारे यदि किसी को कोई उजर / एतराज हो तो वह असालतन या वकालतन अदालत अधोहस्ताक्षरी दिनांक 09–07–2026 को हाजिर आकर अपना एतराज दर्ज करवा सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जा करके नाम दुरुस्ती के आदेश दे दिये जाएंगे।

आज दिनांक 10–06–2026 को मेरे हस्ताक्षर व अदालत मोहर से जारी हुआ।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता द्वितीय वर्ग,
ककीरा, जिला चम्बा, हिमाचल प्रदेश।

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ब अदालत सहायक समाहर्ता द्वितीय वर्ग, ककीरा, जिला चम्बा, हिमाचल प्रदेश

श्री शाम लाल पुत्र श्री बासो राम, निवासी गांव बेडल, डाकघर नैनीखड, उप–तहसील ककीरा, जिला चम्बा, हिमाचल प्रदेश .. प्रार्थी।

बनाम

आम जनता .. प्रत्यार्थीगण।

विषय.––प्रार्थना–पत्र बराये नाम दुरुस्ती बारे।

उपरोक्त प्रार्थी श्री शाम लाल पुत्र श्री बासो राम, निवासी गांव बेडल, डाकघर नैनीखड, उप–तहसील ककीरा, जिला चम्बा, हिमाचल प्रदेश ने अधोहस्ताक्षरी की अदालत में प्रार्थना–पत्र, मय अन्य कागजात इस आशय से गुजारा है कि उसकी पिता का सही नाम वासो राम है, जोकि उसके आधार कार्ड, स्कूल प्रमाण–पत्रों, पैन कार्ड, ग्राम पंचायत नैनीखड व माता के मृत्यु प्रमाण–पत्र में सही दर्ज है, लेकिन राजस्व विभाग के मुहाल बडेल, पटवार वृत्त नैनीखड में उसकी माता के नाम के साथ पति का नाम मंगला उर्फ केसरी विधवा दलीपो दर्ज है, जिसकी दुरुस्ती की जावे।

इस सम्बन्ध में सर्वसाधारण जनता को बजरिया इश्तहार सूचित किया जाता है कि प्रार्थी के पिता के नाम दुरुस्ती बारे यदि किसी को कोई उजर / एतराज हो तो वह असालतन या वकालतन अदालत

अधोहस्ताक्षरी दिनांक 09–07–2026 हाजिर आकर अपना एतराज दर्ज करवा सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जा करके नाम दुरुस्ती के आदेश दे दिये जाएंगे।

आज दिनांक 10–06–2026 को मेरे हस्ताक्षर व अदालत मोहर से जारी हुआ।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता द्वितीय वर्ग,
ककीरा, जिला चम्बा, हिमाचल प्रदेश।

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In the Court of Sub-Divisional Magistrate, Bhattiyat At Chowari, District Chamba (H.P.)

In the matter of:

Uma Kumari d/o Sh. Mukhtiyar Singh, r/o Village and P.O. Gahar, Tehsil Bhattiyat, District Chamba (H.P.).

Versus

General Public

Proclamation for the delayed birth registration under Section 13(3) of the Registration of Births and Deaths Act, 1969.

Whereas, an application of Smt. Uma Kumari d/o Sh. Mukhtiyar Singh, r/o Village and P.O. Gahar, Tehsil Bhattiyat, District Chamba (H.P.) has been received in this office through Additional registrar (Birth & Death)-*cum*-Medical Officer of Health Chamba, Distt. Chamba (H.P.) for the delayed registration of her birth in accordance with Section 13(3) of the Registration of Births and Deaths Act, 1969.

Whereas, it has been stated in the application that Uma Kumari was born on 07-05-1968, but the registration of her birth could not be done within the prescribed period as stipulated under the Act and Rules made thereunder.

Now, therefore, in order to verify and confirm the accuracy of the information provided, this proclamation is hereby issued for the general information of the public at large. Any person having any objection or relevant information with regard to the delayed registration of the aforesaid birth is hereby called upon to submit the same in writing to the undersigned within 30 (thirty) days from the date of issuance of this notice.

In case, no objection is received within the stipulated period, it shall be presumed that no objection exists, and the matter shall be proceeded with further in accordance with law.

Issued under my hand and seal on this 10th day of June, 2026.

Seal. Sd/-
Sub-Divisional Magistrate,
Bhattiyat At Chowari, District Chamba (H.P.).

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समक्ष नायब तहसीलदार एवं सहायक समाहर्ता द्वितीय श्रेणी, नादौन, जिला हमीरपुर (हि0प्र0)

मु0 नं0 52 / 2026 (तकसीम)

उनवान :—आरती भाटिया

बनाम

नरदीप सिंह आदि।

नरदीप सिंह पुत्र श्री सुजान सिंह निवासी महल टिल्लू खास, मौजा जलाडी, तहसील नादौन, संतोष सिंह पुत्र श्री अच्छरो देवी निवासी महल टिल्लू खास, मौजा जलाडी, तहसील नादौन, लखवंत सिंह पुत्र अच्छरो देवी निवासी महल टिल्लू खास, मौजा जलाडी, तहसील नादौन, जोगिन्दर सिंह पुत्र अच्छरो देवी निवासी महल टिल्लू खास, मौजा जलाडी, तहसील नादौन, रणजीत सिंह पुत्र अच्छरो देवी निवासी महल टिल्लू खास मौजा, जलाडी, तहसील नादौन, दर्शन कौर पुत्री अच्छरो देवी निवासी महल टिल्लू खास, मौजा जलाडी, तहसील नादौन, सीता कौर पुत्री अच्छरो देवी निवासी महल टिल्लू खास, मौजा जलाडी, तहसील नादौन, भोली कौर पुत्री अच्छरो देवी निवासी महल टिल्लू खास, मौजा जलाडी, तहसील नादौन, रानी कौर पुत्री अच्छरो देवी निवासी महल टिल्लू खास, मौजा जलाडी, तहसील नादौन, ममता देवी पुत्री कुलवंती निवासी महल टिल्लू खास, मौजा जलाडी, तहसील नादौन, मदन लाल पुत्र करतार चन्द निवासी महल टिल्लू खास, मौजा जलाडी, तहसील नादौन, रीता कुमारी पुत्री श्री मस्त राम निवासी महल टिल्लू खास, मौजा जलाडी, तहसील नादौन,

तकसीम भूमि खाता नं0 169, खतौनी नं0 174, खसरा नं0 5 महाल टिल्लू खास, मौजा जलाडी, तहसील नादौन, जिला हमीरपुर हि0प्र0।

इश्तहार मुश्त्री मुनादी

नोटिस बजरिया इश्तहार मुश्त्री मुनादी प्रतिवादीगणों को मुकद्दमा उपरोक्त खाता नं0 169, उनवान वाला में कई बार समन जारी किये गए परन्तु उनकी तामील साधारण ढंग से न हो सकी। इससे अदालत को पूर्ण विश्वास हो चुका है कि उनको समन की तामील साधारण ढंग से न हो सकती है।

अतः इन्हें इश्तहार मुश्त्री मुनादी द्वारा सूचित किया जाता है कि वह दिनांक 15—07—2026 को बवक्त दोपहर 02.00 बजे असालतन या वकालतन तहसील कार्यालय में हाजिर होकर मुकद्दमा की पैरवी करें अन्यथा आपके विरुद्ध एकतरफा कार्यवाही अमल में लाई जायेगी।

मेरे हस्ताक्षर व मोहर अदालत से आज दिनांक 18—06—2026 को जारी किया गया।

मोहर। हस्ताक्षरित / —
सहायक समाहर्ता द्वितीय श्रेणी,
तहसील नादौन, जिला हमीरपुर (हि0प्र0)।

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ब अदालत सहायक समाहर्ता द्वितीय श्रेणी एवं नायब तहसीलदार भू—व्यवस्था वृत्त बिझड़, तहसील ढटवाल (बिझड़ी), जिला हमीरपुर (हि0प्र0)

मिसल नम्बर	किस्म केस	तारीख पेशी
02/26	नाम दुरुस्ती	28—07—2026

रत्तन लाल पुत्र श्री नत्थू राम, निवासी महाल चकमोह तप्पा व तहसील ढटवाल, जिला हमीरपुर (हि0प्र0)।

बनाम

आम जनता

विषय.–प्रार्थना–पत्र बाबत महाल चकमोह तप्पा व तहसील ढटवाल, जिला हमीरपुर हि0प्र0 के राजस्व अभिलेख में नाम दुरुस्त करने के सन्दर्भ में।

प्रार्थी रत्तन लाल पुत्र श्री नत्थू राम, निवासी महाल चकमोह तप्पा व तहसील ढटवाल, जिला हमीरपुर (हि0प्र0) ने इस अदालत में प्रार्थना–पत्र प्रस्तुत किया है कि प्रार्थी का नाम राजस्व अभिलेख महाल चकमोह में रत्तन लाल दर्ज है, जबकि आधार कार्ड, पैन कार्ड व नकल परिवार में प्रार्थी का नाम रत्तन चन्द दर्ज है। पुष्टि हेतु प्रार्थी ने शपथ पत्र व आधार कार्ड, पैन कार्ड व नकल परिवार की छाया प्रति पेश की है। प्रार्थी ने अपने प्रार्थना–पत्र में यह व्यक्त किया है कि उसका नाम उपरोक्त दस्तावेजों के आधार पर राजस्व अभिलेख महाल चकमोह में रत्तन लाल पुत्र नत्थू राम के बजाए रत्तन चन्द पुत्र नत्थू राम दर्ज किया जाए।

अतः इस इश्तहार द्वारा हर खास व आम जनता को सूचित किया जाता है कि किसी व्यक्ति को उक्त नाम दुरुस्ती बारे कोई आपत्ति हो तो प्रकाशन के एक माह के भीतर असालतन या वकालतन अपना एतराज अदालत में हाजिर आकर पेश कर सकता है। इसके बाद कोई उजर या एतराज नहीं सुना जाएगा और प्रार्थना–पत्र का निपटारा कर दिया जाएगा।

आज दिनांक 15–06–2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित / –
सहायक समाहर्ता भू–व्यवस्था द्वितीय श्रेणी,
वृत्त बिझड़, जिला हमीरपुर (हि0प्र0)।

ब अदालत नायब तहसीलदार व कार्यकारी दण्डाधिकारी, जयसिंहपुर,
जिला कांगड़ा (हि0प्र0)

मुकद्दमा नं0 : 8204117 / 2026 किरम : जन्म पंजीकरण तारीख पेशी : 24–06–2026

चैन सिंह पुत्र श्री लाल सिंह, गांव व डाकघर अप्पर लम्वागांव, तहसील जयसिंहपुर, जिला कांगड़ा (हि0प्र0) ..प्रार्थी।

बनाम

आम जनता ..प्रतिवादी।

विषय.––जन्म व मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के तहत जन्म पंजीकरण हेतु प्रार्थना–पत्र

इश्तहार व मुश्त्री मुनादी–

चैन सिंह पुत्र श्री लाल सिंह, गांव व डाकघर अप्पर लम्वागांव, तहसील जयसिंहपुर, जिला कांगड़ा (हि0प्र0) ने इस अदालत में प्रार्थना–पत्र मय ब्यान हल्फी पेश किया व आवेदन किया कि मेरा जन्म 15–07–1953 को गांव व डाकघर अप्पर लम्वागांव, तहसील जयसिंहपुर, जिला कांगड़ा (हि0प्र0), ग्राम पंचायत अप्पर लम्वागांव में हुआ है। परन्तु अज्ञानतावश के कारण मेरे जन्म का पंजीकरण मेरे घरवालों के किसी भी परिवार के सदस्य ने जन्म का पंजीकरण ग्राम पंचायत अप्पर लम्वागांव के अभिलेख में दर्ज नहीं करवाया गया है। अतः प्रार्थी इस न्यायालय के माध्यम से अपने जन्म का पंजीकरण करने का आदेश ग्राम पंचायत लम्यागांव को जारी करवाना चाहता है।

अतः प्रार्थी का आवेदन स्वीकार करते हुए इस इश्तहार मुश्त्री मुनादी व चस्पांगी द्वारा आम जनता को सूचित किया जाता है कि यदि किसी व्यक्ति को प्रार्थी चैन सिंह पुत्र श्री लाल सिंह, गांव व डाकघर अप्पर लम्वागांव, तहसील जयसिंहपुर, जिला कांगड़ा (हि0प्र0) के जन्म दिनांक 15–07–1953 के पंजीकरण बारे कोई उजर एवं एतराज हो तो वह असालतन या वकालतन तारीख पेशी 24–06–2026 को दोपहर 02.00 बजे हाजिर अदालत होकर अपना एतराज पेश कर सकता है बाद तारीख पेशी किसी किस्म का कोई उजर एवं एतराज नहीं सुना जाएगा व जन्म पंजीकरण करने का आदेश उप–स्थानीय पंजीकरण जन्म व मृत्यु ग्राम पंचायत अप्पर लम्वागांव को पारित कर दिये जाएंगे।

यह इश्तहार मेरे हस्ताक्षर व मोहर अदालत से आज दिनांक 15–05–2026 को जारी हुआ।

मोहर। हस्ताक्षरित / –
नायब तहसीलदार व कार्यकारी दण्डाधिकारी,
जयसिंहपुर, जिला कांगड़ा (हि0प्र0)।

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ब अदालत श्री ललित कुमार, तहसीलदार व कार्यकारी दण्डाधिकारी, जयसिंहपुर, जिला कांगड़ा (हि0प्र0)

मुकद्दमा नं0 : 7016113 / 2026 किरम : जन्म पंजीकरण तारीख पेशी : 09–07–2026

विमला देवी पुत्री श्री चतरू राम, गांव जैतर, डाकघर झंमूह, तहसील जयसिंहपुर, जिला कांगड़ा (हि0प्र0) ..प्रार्थिया।

बनाम

आम जनता ..प्रतिवादी।

विषय.––जन्म व मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के तहत जन्म पंजीकरण हेतु प्रार्थना–पत्र

इश्तहार व मुश्त्री मुनादी–

विमला देवी पुत्री श्री चतरू राम, गांव जैतर, डाकघर झंमूह, तहसील जयसिंहपुर, जिला कांगड़ा (हि0प्र0) ने इस अदालत में प्रार्थना–पत्र मय ब्यान हल्फी पेश किया व आवेदन किया है कि मेरा जन्म दिनांक 01–07–1960 गांव जैतर, डाकघर झमूह, तहसील जयसिंहपुर, जिला कांगड़ा (हि0प्र0) ग्राम पंचायत वढ़ में हुआ है परन्तु अज्ञानतावश के कारण मेरे जन्म का पंजीकरण मेरे घरवालों ने व किसी भी परिवार के सदस्य ने जन्म का पंजीकरण ग्राम पंचायत वढ़ के अभिलेख में दर्ज नही करवाया गया है। अतः प्रार्थिया न्यायालय के माध्यम से अपने जन्म का पंजीकरण करने के आदेश ग्राम पंचायत वढ़ को जारी करवाना चाहती है।

अतः प्रार्थिया का आवेदन स्वीकार करते हुए इस इश्तहार मुश्त्री मुनादी व चस्पांगी द्वारा आम जनता को सूचित किया जाता है कि यदि किसी व्यक्ति को प्रार्थिया विमला देवी पुत्री श्री चतरू राम, गांव जैतर, डाकघर झंमूह, तहसील जयसिंहपुर, जिला कांगड़ा (हि0प्र0) का जन्म दिनांक 01–07–1960 के पंजीकरण बारे कोई उजर एवं एतराज हो तो वह असालतन या वकालतन तारीख पेशी 09–07–2026 को दोपहर 02.00 बजे हाजिर अदालत होकर अपना एतराज पेश कर सकता है बाद तारीख पेशी किसी किस्म का कोई उजर एवं एतराज को नहीं सुना जाएगा व जन्म पंजीकरण करने के आदेश उप–स्थानीय पंजीकरण जन्म व मृत्यु ग्राम पंचायत वड़ को पारित कर दिए जाएंगे।

यह इश्तहार मेरे हस्ताक्षर व मोहर अदालत से आज दिनांक 15–05–2026 को जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
जयसिंहपुर, जिला कांगड़ा (हि0प्र0)।

In the Court of Sub-Divisional Magistrate Dheera Exercising the Powers of Marriage Officer Dheera, Distt. Kangra (H.P.)

Notice of Registration of Marriage under section 16 of Special Marriage Act, 1954.

Santosh Kumar and Priyanka Rana

V/s

General Public

Application under section 16 of Special Marriage Act, 1954 for registration of Marriage.

An application Under Section 16 of Special Marriage Act, 1954 has been received by the undersigned from Sh. Santosh Kumar s/o Sh. Vijay Kumar, r/o Village Batahan, P.O Thural, Tehsil Thural, Distt. Kangra (H.P.)-176 107 and Priyanka Rana d/o Sh. Satish Kumar, r/o New Colony, Balehar, Narwana, P.O Yol Cantt., Tehsil Dharamshala, Distt. Kangra (H.P.)-176 052. That they have solemnized their marriage on dated 11-05-2026 at Shri Sita Ram Ji Temple Vijaypur, Tehsil Jaswan, Distt. Kangra (H.P.) as per Hindu Rites and customs and living as husband and wife since then.

If there is any objection to the registration of this marriage, the objection in person or through counsel to be submitted to this office on or before 27-07-2026, otherwise the marriage will be registered.

Seal.

Sd/-
Marriage Officer-cum-SDM,
Dheera, Distt. Kangra (H.P.).

ब अदालत जनाब श्री भुवनेश कुमार, सहायक समाहर्ता द्वितीय श्रेणी, इन्दौरा, जिला कांगड़ा (हि0प्र0)

श्री रछपाल पुत्र श्री दीवान चन्द, निवासी गांव व डाकघर इन्दौरा, तहसील इन्दौरा, जिला कांगड़ा (हि0प्र0)।

बनाम

आम जनता ग्राम पंचायत इन्दौरा

प्रार्थना–पत्र जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत।

श्री रछपाल पुत्र श्री दीवान चन्द, निवासी गांव व डाकघर इन्दौरा, तहसील इन्दौरा, जिला कांगड़ा (हि0प्र0) ने इस अदालत में प्रार्थना–पत्र गुजारा है कि उसका जन्म दिनांक 20–08–1966 को गांव इन्दौरा में हुआ था जोकि अज्ञानतावश नगर पंचायत / पंचायत के रिकॉर्ड में पंजीकृत नहीं हुआ है।

टतः इस इश्तहार के माध्यम से सर्वसाधारण को सूचित किया जाता है कि यदि किसी व्यक्ति को उपरोक्त पंजीकरण के बारे में कोई उजर व एतराज हो तो वह दिनाक 09–07–2026 को सुबह 10.00 बजे इस न्यायालय में असालतन या वकालतन हाजिर आकर अपने उजर व एतराज पेश कर सकता है, अन्यथा

उपरोक्त जन्म एवं मृत्यु पंजीकरण करने के आदेश दे दिये जाएंगे। उसके उपरान्त कोई एतराज न सुना जाएगा।

आज दिनांक 06–06–2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता द्वितीय श्रेणी,
इन्दौरा, जिला कांगड़ा (हि0प्र0)

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ब अदालत श्री हरीश कुमार, तहसीलदार एवं सहायक समाहर्ता प्रथम श्रेणी,
तहसील मुलथान, जिला कांगड़ा (हि0प्र0)

मुकद्दमा नं0 : 708656 / 2026 तारीख पेशी : 30–06–2026

मुकद्दमा शीर्षक :

सुरेश कुमार पुत्र श्री हण्डू राम, गांव राजगुन्धा, डाकघर बड़ाग्रॉ, तहसील मुलथान, जिला कांगड़ा (हि0प्र0) . . वादी।

बनाम

आम जनता . . प्रतिवादी ।

आवेदन पत्र बाबत जेरधारा 37(1) भू–राजस्व अधिनियम, 1954 के अन्तर्गत।

उपरोक्त विषय से सम्बन्धित मुकद्दमा इस अदालत में विचाराधीन है जिसमें वादी सुरेश कुमार पुत्र श्री हण्डू राम, गांव राजगुन्धा, डाकघर बड़ाग्रॉ, तहसील मुलथान, जिला कांगड़ा (हि0प्र0) ने प्रार्थना की है कि उसका नाम मुहाल राजगुन्धा, पटवार वृत्त राजगुन्धा, तहसील मुलथन, जिला कांगड़ा (हि0प्र0) के राजस्व अभिलेख में राउ राम पुत्र भीमा दर्ज किया गया है, जोकि गलत है। जबकि वादी का नाम वादी के अन्य रिकार्ड, आधार कार्ड में सुरेश कुमार पुत्र श्री हण्डू राम दर्ज है, जो सही व दुरुस्त नाम है।

अतः इस इश्तहार राजपत्र द्वारा आम जनता को सूचित किया जाता है कि वादी का नाम उपरोक्त मुहाल के तमाम राजस्व अभिलेख में राउ राम उर्फ सुरेश कुमार पुत्र श्री भीमा उर्फ हण्डू राम दर्ज किया जाने के सम्बन्ध में यदि कोई उजर व ऐतराज हो तो वह दिनांक 30–06–2026 को इस न्यायलय में असालतन या वकालतन हाजिर आकर अपना उजर व एतराज पेश कर सकता है। हाजिर न आने की सूरत में निर्धारित तिथि के बाद किसी प्रकार का कोई भी उजर व एतराज स्वीकार्य न होगा तथा नियमानुसार उक्म वादी का नाम उपरोक्त मुहाल के तमाम राजस्व अभिलेख में राउ राम उर्फ सुरेश कुमार पुत्र श्री भीमा उर्फ हण्डू राम नाम दर्ज करने के आदेश पारित कर दिए जाएंगे।

आज दिनांक 09–06–2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता प्रथम श्रेणी,
तहसील मुलथान, जिला कांगड़ा (हि0प्र0)।

————————

In the Court of Sub-Divisional Magistrate Dheera, Exercising the Powers of Marriage Officer Dheera, District Kangra H.P.

In case :

Ashish Chaudhary & Ashamita Roka

Versus

General Public

Notice of Registration of marriage under section 16 of the Special Marriage Act, 1954.

An application under section 16 of the Special Marriage Act, 1954 has been received by the undersigned from Shri Ashish Chaudhary s/o Sh. Anil Kumar Chaudhary, resident of Village Lahru, P.O. Balota, Tehsil Dheera, Distt. Kangra (H.P.) Pin-176 084 and Ashamita Roka d/o Hari Bahadur Roka, r/o Ward No. 7, Gorkha Nagar Palika, Gorkha Zila, Gandaki Province, Nepal. That they have solemnized their marriage on dated 06-05-2026 at Royal Palace and Catering Service, V.P.O Daroh, Tehsil Palampur, District Kangra (H.P.) as per Hindu Rites and customs and living as husband and wife since then. If there is any objection to the registration of this marriage the objection in person or through counsel to be submitted to this office on or before 03-08-2026, otherwise the marriage will be registered.

Seal. Sd/-

Marriage Officer–cum-*SDM,*
Dheera, District Kangra (H.P.).

In the Court of Sub-Divisional Magistrate Dheera, Exercising the Powers of Marriage Officer Dheera, District Kangra H.P.

In case :

Vikas Sharma & Monika

Versus

General Public

Notice Registration of marriage under section 16 of the Special Marriage Act, 1954.

An application under section 16 of the Special Marriage Act, 1954 has been received by the undersigned from Vikas Sharma s/o Sh. Desh Raj Sharma, resident of Village Salan, P.O. Salan, Tehsil Thural, Distt. Kangra (H.P.) and Smt. Monika d/o Shri Jagdish r/o Village Harwani, Post Office Sindsali, Tehsil Chirgaon, District Shimla (H.P.) to register their marriage which was solemnized on 18-10-2017 at Village Salan, P.O. Salan, Tehsil Thural, Distt. Kangra (H.P.). If there is any objection on this marriage the objection in person or through counsel to be submitted to this office on or before 27-07-2026. Otherwise the marriage will be registered.

Seal. Sd/-

Marriage Officer–cum-*SDM,*
Dheera, District Kangra (H.P.).

In the Court of Sub-Divisional Magistrate, Exercising the Power of Marriage Officer Jawalamukhi, Distt. Kangra (H.P.)

In the matter of :

1. Shubham aged 21 years s/o Sh. Pankaj Dhiman, r/o Village Ghar Lahar, Post Office Kathog, Tehsil Jawalamukhi, Distt. Kangra (H.P.).

2. Nida aged 22 years d/o Sh. Ansar Ali, r/o Nahar Khan Saray Badayun, Tehsil Badayun, Distt. Baraeli (U.P.) . .*Applicants.*

Versus

General Public . . *Respondent.*

Subject.—Notice for registration of Marriage under Special Marriage Act, 1954.

The above applicants have filed an application u/s 16 of Special Marriage Act, 1954 alongwith affidavits and supporting documents in the court of undersigned in which they have stated that they have solemnized their marriage on 16-07-2025 at Laxmi Narayan Mandir, Chanour, Tehsil Dadasiba, District Kangra (H.P.) and they are living as husband and wife since then. Hence, their marriage may be registered.

Therefore, the general public is hereby informed through this notice that if any person who have objection regarding this marriage can file the objections personally or in writing before this office on or before 21-07-2026 at 11.00 A.M. The objection(s) after 21-07-2026 at 11.00 A.M. will not be entertained by this office and then the marriage will be registered accordingly as per the law prescribed.

Issued on this 4th day of June, 2026 under my hand and seal of this office.

Seal. Sd/-
Sub-Divisional Magistrate-cum-*Marriage Officer,*
Jawalamukhi, Distt. Kangra (H.P.).

In the Court of Sub-Divisional Magistrate, Exercising the Power of Marriage Officer Jawalamukhi, Distt. Kangra (H.P.)

In the matter of :

1. Naveen Kumar aged 27 years s/o Sh. Desh Raj, r/o Village Mahesi, Post Office Bhatwan, Tehsil Khundian, Distt. Kangra (H.P.).

2. Madhan Mukhi Chakma aged 24 years d/o Sh. Madhu Chandra Chakam, r/o Village Tulchakma, Tehsil Tripura, Distt. Dhalai State Tripura . .*Applicants.*

Versus

General Public . . *Respondent.*

Subject.—Notice for registration of Marriage under Special Marriage Act, 1954 (Intended Marriage).

The above applicants have filed an application u/s 5 of Special Marriage Act, 1954 alongwith affidavits and supporting documents in the court of undersigned in which they have stated that they intend to be solemnized their marriage within next three calender months.

Therefore, the general public is hereby informed through this notice that if any person who have objection regarding this marriage can file the objections personally or in writing before this

office on or before 14-07-2026 at 11.00 A.M. The objection(s) after 14-07-2026 at 11.00 A.M. will not be entertained by this office and then the marriage will be registered accordingly as per the law prescribed.

Issued on this 4th day of June, 2026 under my hand and seal of this office.

Seal. Sd/-
Sub-Divisional Magistrate-cum-*Marriage Officer,*
Jawalamukhi, Distt. Kangra (H.P.).

In the Court of Sub-Divisional Magistrate, Exercising the Power of Marriage Officer Jawalamukhi, Distt. Kangra (H.P.)

In the matter of :

1. Ankesh Kumar aged 32 years s/o Sh. Dharam Chand, r/o Village Chhount, Post Office Surani, Tehsil Khundian, Distt. Kangra (H.P.).

2. Nitu Kumari aged 25 years d/o Sh. Uman Tanti, r/o Ataruachak Sada, Lakhanpur, Bagusarai Bihar

Versus

General Public . . *Respondent.*

Subject.—Notice for registration of Marriage under Section 8(4) of H.P. Registration Marriage Act, 1996.

The above applicants have filed an application u/s 8(4) of H.P. Registration Marriage Act, 1996 alongwith affidavits and supporting documents in the court of undersigned in which they have stated that they have solemnized their marriage on 14-04-2025 according to Hindu Rites & Customs and they are living as husband and wife since then, in the presence of relatives and friends said same has not been registered in the G.P. Surani. Hence, their marriage may be registered.

Therefore, the general public is hereby informed through this notice that if any person who have objection regarding this marriage can file the objections personally or in writing before this office on or before 16-07-2026 at 11.00 A.M. The objection(s) after 16-07-2026 at 11.00 A.M. will not be entertained by this office and then the marriage will be registered accordingly as per the law prescribed.

Issued on this 4th day of June, 2026 under my hand and seal of this office.

Seal. Sd/-
Sub-Divisional Magistrate-cum-*Marriage Officer,*
Jawalamukhi, Distt. Kangra (H.P.).

In the Court of Sh. Nishant Kumar, H.A.S., Marriage Officer-cum-Sub-Divisional Magistrate, Kullu, District Kullu (H.P.)

In the matter of :

1. Jai Prakash s/o Sh. Ravinder Gupta, r/o F-51, Gali No. 2, West Vinod Nagar Mandawali, Fazalpur Shakarpur Est., Delhi-110 092.

2. Madhu Bala d/o Sh. Chet Ram, r/o House No. 107, Ward No. 10, Balabehar, P.O. Dhalpur, Tehsil & Distt. Kullu. .. *Applicants*.

Versus

General Public

Subject.—Proclamation for the registration of marriage under section 15 of Special Marriage Act, 1954.

Jai Prakash and Madhu Bala filed have an application alongwith affidavits in the court of undersigned under section 15 of Special Marriage Act, 1954 that they have solemnized their marriage on 23-11-2019 and they are living as husband and wife since then, hence their marriage may be registered under Act *ibid.*

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this marriage can file the objection personally or in writing before this court on or before 23-06-2026. The objection received after 23-06-2026 will not be entertained and marriage will be registered accordingly.

Issued today on 22-05-2026 under my hand and seal of the court.

Seal. Sd/-
(NISHANT KUMAR, H.A.S.),
Marriage Officer-cum-*Sub-Divisional Magistrate,*
Kullu, District Kullu (H.P.).

ब अदालत सहायक समाहर्ता द्वितीय वर्ग, सरकाघाट, जिला मण्डी, हिमाचल प्रदेश

मिसल नं0 : 807651 / 2025 तारीख दायर दावा : 20—12—2025 अग्रिम तारीख पेशी : 15—07—2026

श्री बीरी सिंह पुत्र श्री पोहलू, निवासी अप्पर बरोट, तहसील सरकाघाट, जिला मण्डी (हि0प्र0)
.. प्रार्थी।

बनाम

1. सुभाष चंद पुत्र खजाना राम 2. संतोष कुमार पुत्र खजाना राम 3. जय कुमार पुत्र खजाना राम 4. श्रीमती आशा देवी पुत्री खजाना राम 5. श्रीमती सीमा देवी पुत्री खजाना राम 6. श्रीमती मनोरमा देवी पुत्री खजाना राम 7. राज कुमार पुत्र श्री दयाल 8. नीलम कुमार पुत्र श्री दयाल 9. देश राज पुत्र श्री दयाल 10. प्रेम पाल पुत्र श्री किरपा 11. मनोज कुमार पुत्र जगदीश 12. रोशनी देवी पुत्री श्री जगदीश 13. श्रीमती मीरा देवी

पुत्री श्री जगदीश 14. श्रीमती बिमला देवी पत्नी श्री जगदीश 15. विजय कुमार पुत्र श्री ओम प्रकाश 16. शहबो देवी पुत्री श्री ओम प्रकाश 17. श्रीमती कृष्णी देवी पत्नी श्री ओम प्रकाश 18. श्रीमती बदामू विधवा नानकू 19. बेली राम पुत्र श्री प्रीतम सिंह 20. दमोदरी देवी पत्नी श्री प्रीतम सिंह 21. रोशन लाल पुत्र श्री पन्नू 22. कृष्ण चंद पुत्र श्री राम प्यारा 23. सोनू पुत्र श्री राम प्यारा 24. शकुंतला देवी पत्नी श्री राम प्यारा 25. हंस राज पुत्र श्री मस्तु 26. मथरू पुत्री कखू 27. गोरजू विधवा कखू 28. प्रकाश चंद पुत्र श्री कन्हेया समस्त निवासी अप्पर बरोट, डाकघर फतेहपुर, तहसील सरकाघाट, जिला मण्डी (हि0प्र0)।

दरख्वास्त बगर्ज तकसीम दावा खाता खतौनी नं0 197 / 209 खसरा नं0 कित्ता 3 रकबा तदादी 00–23–82 हैक्टर मुहाल अप्पर बरोट, तहसील सरकाघाट, जिला मण्डी, हिमाचल प्रदेश।

उपरोक्त प्रार्थी ने अधोहस्ताक्षरी की अदालत में महाल अप्पर बरोट, तहसील सरकाघाट, जिला मण्डी हि0प्र0 के खाता खतौनी 197 / 209 खसरा नं0 कित्ता 3 रकबा तदादी 00–23–82 हैक्टर महाल अप्पर बरोट की तकसीम करवाने हेतु दरख्वास्त गुजारी है। प्रतिवादी 10, 18, 23, 24 के जायज वारसान एवं प्रतिवादी 3, 4, 5, 6, 15, 17, 26, 27 को कई बार समन जारी किये, लेकिन उन्हें समनों की तामील नहीं हो पा रही है।

इस सम्बन्ध में सर्वसाधारण जनता को बजरिया इश्तहार राजपत्र हिमाचल प्रदेश द्वारा सूचित किया जाता है कि यदि किसी को इस तकसीम बारे कोई उजर व एतराज हो तो वह असालतन या वकालतन अदालत अधोहस्ताक्षरी दिनांक 15–07–2026 को हाजिर आकर अपना एतराज दर्ज करवा सकता है अन्यथा गैरहाजिरी की सूरत में एकतरफा कार्यवाही अमल में लाई जा करके मौका तकसीम करने के आदेश दे दिए जाएंगे।

आज दिनांक 11–06–2026 को मेरे हस्ताक्षर व अदालत मोहर से जारी हुआ।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता द्वितीय वर्ग,
सरकाघाट, जिला मण्डी, हिमाचल प्रदेश।

————————

Before the Executive Magistrate-cum**-Naib Tehsildar Dhalwan,**
Distt. Mandi (H.P.)

In the matter of :

Smt. Bimla Devi d/o Sh. Garditu Ram, presently w/o Sh. Shyam Lal, r/o Village Gharwasra, P.O. Dhalwan, Sub-Tehsil Dhalwan, Distt. Mandi (H.P.) . . *Applicant.*

Versus

General Public . . *Respondent.*

Subject.— Application Under Section 13(3) of RBD Act, 1969 read with H.P. Birth & Death

Whereas, an application by Smt. Bimla Devi d/o Sh. Garditu Ram, presently w/o Sh. Shyam Lal, r/o Village Gharwasra, P.O. Dhalwan, Tehsil Dhalwan, Distt. Mandi alongwith affidavit and supporting documents has been received from the office of District Registrar (Birth & Death)-*cum*-Chief Medical Officer, Mandi, H.P. *vide* letter No.HFW-MND (Delayed Birth & Death) 2026/3653, dated 09 March 2026, in which applicant Smt. Bimla Devi d/o Sh. Garditu Ram has stated that she was born on dated 09-07-1963 but her date of birth is not registered in the Birth & Death Register of Gram Panchayat Bharnal, Sub-Tehsil Dhalwan, Distt. Mandi (H.P.). The applicant prayed to register the date of birth of above named in the record of Gram Panchayat Bharnal.

Now, therefore, the General Public is hereby informed through this notice that if any person having any objection for the registration of delayed date of birth *i.e.* 09-07-1963 of the applicant in Panchayat Record, they may file their objection either personally or through an agent in writing before this court on or before 13-07-2026 at 10.30 A.M., otherwise *ex-parte* proceedings will be initiated and orders of registration of date of birth will be passed accordingly.

Issued under my hand and seal of this court today on this 15th day of June, 2026.

Seal. Sd/-

Executive Magistrate-cum-*Naib Tehsildar*,
Dhalwan, Distt. Mandi (H.P.).

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, तहसील पांवटा साहिब, जिला सिरमौर (हि0प्र0)

केस नं0 : / 2026

श्रीमती कुलविन्दर कौर पुत्री रघुवीर सिंह, निवासी अमरगढ़, तहसील पांवटा साहिब, जिला सिरमौर (हि0प्र0)।

बनाम

आम जनता

प्रार्थना–पत्र जेरे धारा 13 (3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

श्रीमती कुलविन्दर कौर पुत्री रघुवीर सिंह, निवासी अमरगढ़, तहसील पांवटा साहिब, जिला सिरमौर (हि0प्र0) का एक आवेदन पत्र मुख्य रजिस्ट्रार जन्म एवं मृत्यु / मुख्य चिकित्सा अधिकारी, नाहन के पत्र एचएफडब्लयू–एन / एसटी / बीएण्डडी / डिलेय केसिस / 2026–239, दिनांक 08–04–2026 द्वारा अनुलग्न क्रमशः अपना ब्यान हल्फी, दो गवाहन ब्यान हल्फी, आधार कार्ड सहित इस अदालत में प्राप्त हुआ है, जिसमें प्रार्थिया ने प्रार्थना की है कि उसकी बहन जिनका नाम प्रेमबाला पुत्री रघुवीर सिंह की जन्म तिथि 07–03–1983 है, जिसका अज्ञानतावश प्रार्थिया की बहन की जन्म तिथि का इन्द्राज ग्राम पंचायत पुरूवाला के जन्म तिथि अभिलेख में दर्ज नहीं करवा सके हैं जिसे प्रार्थिया अब दर्ज करवाना चाहती है ।

अतः सर्वसाधारण को इस इश्तहार के मार्फत सूचित किया जाता है कि इस बारे किसी को कोई उजर / एतराज हो तो वह दिनांक 01–07–2026 को प्रातः 11.00 बजे या इससे पूर्व किसी भी कार्य दिवस पर अदालत हजा स्थित पांवटा साहिब में असालतन या वकालतन हाजिर आकर उजर / एतराज दर्ज करा सकता है। निर्धारित तिथि या इससे पूर्व में कोई आपत्ति प्राप्त न होने की सूरत में श्रीमती प्रेमबाला पुत्री रघुवीर सिंह, निवासी अमरगढ़ की जन्म तिथि 07–03–1983 है, को तहसील पांवटा साहिब, जिला सिरमौर (हि0प्र0) के प्रकरण पर नियमानुसार कार्यवाही अमल में लाई जायेगी।

आज दिनांक 01–06–2026 को मेरे हस्ताक्षर व कार्यालय मोहर अदालत द्वारा जारी किया गया।

मोहर। हस्ताक्षरित / –

सहायक समाहर्ता द्वितीय श्रेणी,
तहसील पांवटा साहिब, जिला सिरमौर (हि0प्र0)।

ब अदालत श्री रविन्द्र कुमार सिसोदिया, सहायक समाहर्ता द्वितीय श्रेणी, पांवटा साहिब, जिला सिरमौर (हि0प्र0)

श्रीमती शमशीदा पत्नी सलीम, निवासी नवादा, तहसील पांवटा साहिब, जिला सिरमौर (हि0प्र0)।

बनाम

आम जनता

प्रार्थना–पत्र.––आधार कार्ड में नाम दुरुस्ती बारे।

प्रार्थिया श्रीमती शमशीदा पत्नी सलीम, निवासी नवादा, तहसील पांवटा साहिब, जिला सिरमौर (हि0प्र0) ने इस अदालत में प्रार्थना–पत्र मय ब्यान हल्फिया, परिवार नकल, आधार कार्ड, भारतीय स्टेट बैंक की छायाप्रति, सलीम पत्र शकूर का मृत्यु प्रमाण–पत्र सहित इस कार्यालय में प्रस्तुत किया है जिसमें प्रार्थिया ने निवेदन किया है कि उसके आधार कार्ड में उसका नाम सतजिदन लिखा गया है, जोकि गलत है उसका सही नाम शमशीदा पत्नी सलीम सही नाम है व अपना नाम सही करने बारे आग्रह किया है।

अतः सर्वसाधारण को इस इश्तहार के मार्फत सूचित किया जाता है, कि इस बारे किसी को कोई उजर / एतराज हो तो वह दिनांक 03–07–2026 को प्रातः 11.00 बजे या इससे पूर्व किसी भी कार्य–दिवस पर अदालत हजा स्थित पांवटा साहिब में असालतन या वकालतन हाजिर आकर उजर / एतराज दर्ज करा सकता है अन्यथा उजर / एतराज पेश न होने की सूरत में उक्त नाम की दुरुस्ती आधार कार्ड में दर्ज करने के आदेश पारित कर दिये जाएंगे।

आज दिनांक 03–06–2026 को मेरे हस्ताक्षर व कार्यालय मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित / –
सहायक समाहर्ता द्वितीय श्रेणी,
पांवटा साहिब, जिला सिरमौर (हि0प्र0)।

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ब अदालत कार्यकारी दण्डाधिकारी (नायब तहसीलदार), नाहन, जिला सिरमौर (हि0प्र0)

श्री मनीकान्त गुप्ता पुत्र श्री रविन्दर गुप्ता, निवासी ददाहू, डा0 ददाहू, तहसील ददाहू, जिला सिरमौर (हि0प्र0)। (Address of Place of Birth Sneh Hospital Kala Amb, Gram Panchayat Kala Amb, Tehsil Nahan, District Shimla, H.P.).

बनाम

आम जनता

अदालती इश्तहार / नोटिस।

प्रार्थी श्री मनीकान्त गुप्ता पुत्र श्री रविन्दर गुप्ता, निवासी ददाहू, डा0 ददाहू, तहसील ददाहू, जिला सिरमौर (हि0प्र0) ने अधीन धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत एक आवेदन जिला रजिस्ट्रार (जन्म एवं मृत्यु) / मुख्य चिकित्सा अधिकारी, जिला सिरमौर स्थित नाहन के पत्र क्रमांक HFW-N/ST/B&D/Delayed Cases/2026-1899, दिनांक 22–05–2026 अनुलग्न क्रमशः अपना ब्यान हल्फी, आधार कार्ड, दो गवाहन के ब्यान हल्फी, अनुपल्बधता प्रमाण–पत्र, रजिस्टर एवं अन्य कागजात सहित मामले में प्राप्त हुआ है, जिसमें प्रार्थी ने आवेदन किया है कि उसके पुत्र ध्रुव गुप्ता (पुत्र श्री मनीकान्त गुप्ता एवं श्रीमती

नीलम गुप्ता) की जन्म तिथि 03–08–2026 है। जिसे वह अपने पुत्र की जन्म तिथि से सम्बन्धित पंचायत (काला अम्ब) में दर्ज करवाना चाहता है।

अतः सर्वसाधारण को इस इश्तहार / नोटिस द्वारा सूचित किया जाता है कि इस सम्बन्ध में यदि किसी व्यक्ति को कोई उजर या एतराज हो तो वह स्वयं अथवा अपने प्रतिनिधि द्वारा दिनांक 06–07–2026 को प्रातः 10.00 बजे अदालत में हाजिर होकर अपना एतराज प्रस्तुत कर सकता है। अगर उक्त तारीख तक किसी का उजर या एतराज प्राप्त नहीं होता तो श्री मनीकान्त गुप्ता एवं श्रीमती नीलम गुप्ता के पुत्र ध्रुव गुप्ता की जन्म तिथि 03–08–2023, जन्म से संबधित पंचायत काला अम्ब, तहसील नाहन, जिला सिरमौर (हि0प्र0) में दर्ज करने के आदेश जारी कर दिये जावेंगे।

आज दिनांक 06–06–2026 को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी (तहसीलदार / नायब तहसीलदार),
नाहन, जिला सिरमौर (हि0प्र0)।

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ब अदालत कार्यकारी दण्डाधिकारी (नायब तहसीलदार), नाहन, जिला सिरमौर (हि0प्र0)

श्रीमती सीमा देवी पुत्री स्व0 श्री धनीराम, निवासी गांव काटल, डा0 जमटा एवं ग्राम पंचायत नावणी नाहन, तहसील नाहन, जिला सिरमौर (हि0प्र0)।

बनाम

आम जनता

अदालती इश्तहार / नोटिस।

प्रार्थी श्रीमती सीमा देवी पुत्री स्व0 श्री धनीराम, निवासी गांव काटल, डा0 जमटा एवं ग्राम पंचायत नावणी नाहन, तहसील नाहन, जिला सिरमौर (हि0प्र0) ने अधीन धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत एक आवेदन जिला रजिस्ट्रार (जन्म एवं मृत्यु) / मुख्य चिकित्सा अधिकारी, जिला सिरमौर स्थित नाहन के पत्र क्रमांक HFW-N/ST/B&D/Delayed Cases/2024-1101, दिनांक 06–05–2026 अनुलग्न क्रमशः अपना ब्यान हल्फी, आधार कार्ड, दो गवाहन के ब्यान हल्फी, अनुपल्बधता प्रमाण–पत्र, रजिस्ट्रार जन्म एवं मृत्यु ग्राम पंचायत नावणी, तहसील नाहन, जिला सिरमौर, हि0प्र0, अनुपल्बधता प्रमाण–पत्र, रजिस्ट्रार जन्म एवं मृत्यु एवं चिकित्सा अधिकारी, तहसील नाहन, जिला सिरमौर, हि0प्र0, प्रति परिवार रजिस्ट्रर एवं अन्य कागजात सहित इस अदालत में प्राप्त हुआ है, जिसमें प्रार्थिया ने आवेदन किया है कि उसकी जन्म तिथि 01–07–1969 है। जिसे वह एवं उसका परिवार अज्ञानतावश ग्राम पंचायत नावणी में दर्ज न करवा सके है। अब वह अपनी जन्म तिथि उक्त ग्राम पंचायत नावणी, तहसील नाहन, जिला सिरमौर, हि0प्र0 में दर्ज करवाना चाहती है।

अतः सर्वसाधारण को इस इश्तहार / नोटिस द्वारा सूचित किया जाता है कि इस सम्बन्ध में यदि किसी व्यक्ति को कोई उजर या एतराज हो तो वह स्वयं अथवा अपने प्रतिनिधि द्वारा दिनांक 04–07–2026 को प्रातः 10.00 बजे अदालत में हाजिर होकर अपना एतराज प्रस्तुत कर सकता है। अगर उक्त तारीख तक किसी का उजर या एतराज प्राप्त नहीं होता तो श्रीमती सीमा देवी पुत्री स्व0 श्री धनीराम एवं श्रीमती चम्पा देवी की जन्म तिथि 01–07–1969 ग्राम पंचायत नावणी, तहसील नाहन, जिला सिरमौर (हि0प्र0) में दर्ज करने के आदेश जारी कर दिये जावेंगे।

आज दिनांक 05–06–2026 को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी (नायब तहसीलदार),
नाहन, जिला सिरमौर (हि0प्र0)।

ब अदालत श्री रविन्द्र कुमार सिसोदिया, सहायक समाहर्ता द्वितीय श्रेणी, पांवटा साहिब, जिला सिरमौर (हि0प्र0)

श्रीमती श्याम देवी पत्नी भरत राम, निवासी क्यारी, डाकघर छछेती, तहसील पांवटा साहिब, जिला सिरमौर (हि0प्र0)।

बनाम

आम जनता

प्रार्थना–पत्र.––आधार कार्ड में नाम दुरुस्ती बारे।

प्रार्थिया श्रीमती श्याम देवी पत्नी भरत राम, निवासी क्यारी, डाकघर छछेती, तहसील पांवटा साहिब, जिला सिरमौर (हि0प्र0)ने इस अदालत में प्रार्थना–पत्र मय ब्यान हल्फिया, आधार कार्ड, हिमाचली प्रमाण–पत्र, परिवार नकल सहित इस कार्यालय में प्रस्तुत किया है, जिसमें प्रार्थिया ने निवेदन किया है कि उसके आधार कार्ड में उसका नाम श्यामा देवी पत्नी भरत सिंह लिखा गया है, जोकि गलत है उसका सही नाम श्याम देवी पत्नी भरत राम सही नाम है व अपना नाम सही करने बारे आग्रह किया है।

अतः सर्वसाधारण को इस इश्तहार के मार्फत सूचित किया जाता है, कि इस बारे किसी को कोई उजर / एतराज हो तो वह दिनांक 09–07–2026 को प्रातः 11.00 बजे या इससे पूर्व किसी भी कार्य–दिवस पर अदालत हजा स्थित पांवटा साहिब में असालतन या वकालतन हाजिर आकर उजर / एतराज दर्ज करा सकता है अन्यथा उजर / एतराज पेश न होने की सूरत में उक्त नाम की दुरुस्ती आधार कार्ड में दर्ज करने के आदेश पारित कर दिये जाएंगे।

आज दिनांक 09–06–2026 को मेरे हस्ताक्षर व कार्यालय मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित / –
सहायक समाहर्ता द्वितीय श्रेणी,
पांवटा साहिब, जिला सिरमौर (हि0प्र0)।

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CORRECTION OF NAME

I, Ram Pyari w/o Sh. Mehar Chand, r/o Village Dhamrol, P.O. Dhamrol, Tehsil Bhoranj, Distt. Hamirpur (H.P.) declare that in birth certificate of my minor daughter, her name is wrongly entered as Arshita . Whereas, her correct name is Arshita Jaswal. She shall be known as Arshita Jaswal for all purposes in future. All concerned please note.

RAM PYARI
w/o Sh. Mehar Chand,
r/o Village Dhamrol, P.O. Dhamrol,
Tehsil Bhoranj, Distt. Hamirpur (H.P.).

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CHANGE OF NAME

I, Narender Kumar s/o Sh. Bir Singh, Village Khauli, P.O. Gadagusain, Tehsil Balichowki Khauli (690), Distt. Mandi (H.P.) declare that I want to change my minor daughter's name from Piya to Priya in her Aadhar Card No. 5404 5008 2054.

NARENDER KUMAR
s/o Sh. Bir Singh,
Village Khauli, P.O. Gadagusain,
Tehsil Balichowki Khauli (690), Distt. Mandi (H.P.).

CHANGE OF NAME

I, Prem Chand s/o Sh. Uttam Ram, r/o Village Sarli, P.O. Bhekhali, Tehsil & Distt. Kullu (H.P.) I have changed my name from Prem Singh to Prem Chand for all future purposes. Concerned note it.

PREM CHAND
s/o Sh. Uttam Ram,
r/o Village Sarli, P.O. Bhekhali,
Tehsil & Distt. Kullu (H.P.).

CHANGE OF NAME

I, Vimla w/o Sh. Brij Lal, r/o V.P.O. Malana, Sub-Tehsil Jari, Distt. Kullu (H.P.) I have changed my name from Bushaki Devi to Vimla for all future purposes. Concerned note it.

VIMLA
w/o Sh. Brij Lal,
r/o V.P.O. Malana,
Sub-Tehsil Jari, Distt. Kullu (H.P.).

CORRECTION OF NAME

I, Roshni Devi w/o Late Shri Devi Ram, r/o Village Karungnoo, P.O. Parnoo, Tehsil Arki, Distt. Solan (H.P.) declare that my name is recorded as Roshni Devi in all of my husband's office and pension documents. However, in all of my personal documents and in the records of Gram Panchayat Paranu, my name is registered as Kalavati *alias* Roshni. Whereas, my correct name is Roshni Devi. All concerned please may note.

ROSHNI DEVI
w/o Late Shri Devi Ram,
r/o Village Karungnoo, P.O. Parnoo,
Tehsil Arki, Distt. Solan (H.P.).

CORRECTION OF NAME

I, Shruti Chandel w/o Sh. Jitender Chandel, r/o Village Jaret, P.O. & Tehsil Chopal Bodna, Distt. Shimla (H.P.) declare that my minor daughter's name in her Aadhar Card have wrongly been entered as "Baby of Shruti", Whereas, her correct name is Avishka. All concerned please may note.

SHRUTI CHANDEL
w/o Sh. Jitender Chandel,
r/o Village Jaret,
P.O. & Tehsil Chopal Bodna,
Distt. Shimla (H.P.).

CHANGE OF NAME

I, Bhoma Devi d/o Sh. Arjun urf Budhu, r/o Post Office Bakhrot, Tehsil Karsog Bakhrot (396), Mandi (H.P.) 175 011 declare that I have changed my name from Bhama Devi (Old Name) to Bhoma Devi (New Name). All concerned may please note.

BHOMA DEVI
d/o Sh. Arjun urf Budhu,
r/o Post Office Bakhrot,
Tehsil Karsog Bakhrot (396),
Mandi (H.P.) 175 011.

CHANGE OF NAME

I, Sandeep Kumar s/o Sh. Onkar Singh, Village Matoon, P.O. Sangni, Tehsil Salooni, District Chamba (H.P.) declare that I have changed my minor son's name from Samar (Old Name) to Samar Thakur (New Name). All concerned please may notice.

SANDEEP KUMAR
s/o Sh. Onkar Singh,
Village Matoon, P.O. Sangni,
Tehsil Salooni, District Chamba (H.P.).

CHANGE OF NAME

I, Balbir s/o Sh. Sun Bir, r/o Village Hillutwan, P.O. Udeen, Tehsil Pangi, Distt. Chamba (H.P.) I have changed my daughter's name from Sonakshi to Sunakshi for all future purposes. Concerned note it.

BALBIR
s/o Sh. Sun Bir,
r/o Village Hillutwan, P.O. Udeen,
Tehsil Pangi, Distt. Chamba (H.P.).

CHANGE OF NAME

I, Yashwant Singh s/o Sh. Chander Singh, Kalemon (97), Shimla (H.P.)-171 202 declare that I have changed my minor son’s name from Arab (Old Name) to Aarav (New Name). All concerned please may notice.

YASHWANT SINGH
s/o Sh. Chander Singh,
Kalemon (97), Shimla (H.P.)-171 202.

CHANGE OF NAME

I, Narain Singh s/o Sh. Bali Ram, Vill. Bhanal, P.O. Bhalu, Tehsil Kupvi, Sanat (134), Shimla (H.P.)-171 217 declare that I have changed my minor son's name from Davansh Chauhan (Old Name) to Devansh Chauhan (New Name). All concerned please may note.

NARAIN SINGH
s/o Sh. Bali Ram,
Vill. Bhanal, P.O. Bhalu,
Tehsil Kupvi, Sanat (134),
Shimla (H.P.)-171 217.

CHANGE OF NAME

I, Gopal s/o Sh. Chander, Vill. Pragti Nagar, Guma (8), Shimla (H.P.)-171 202 declare that I have changed my minor son's name from Vansh (Old Name) to Vansh Rokamager (New Name). All concerned please may notice.

GOPAL
s/o Sh. Chander,
Vill. Pragti Nagar, Guma (8),
Shimla (H.P.)-171 202.

CHANGE OF NAME

I, Santoshi Devi (New Name) w/o Sh. Gian Singh, Panli (126), Shimla (H.P.)-171 202 do hereby declare that I have changed my name from Santosh (Old Name) to Santoshi Devi (New Name) for all future purposes. All concerned may please note.

SANTOSHI DEVI
w/o Sh. Gian Singh,
Panli (126), Shimla (H.P.)-171 202.

CHANGE OF NAME

I, Geetanjali Kanwar, aged 32 years (New Name) d/o Sh. Sohan Singh, Vill. Daro, Sub-Post Office Dharmpur Madhan, Tehsil Theog (T), Shimla (H.P.)-171 201 do hereby declare that I have changed my name from Geetanjali (Old Name) to Geetanjali Kanwar (New Name) for all future purposes. All concerned may please note.

GEETANJALI KANWAR
d/o Sh. Sohan Singh,
Vill. Daro, Sub-Post Office Dharmpur Madhan,
Tehsil Theog (T), Shimla (H.P.)-171 201.

CHANGE OF NAME

I, Rehmat Ali s/o Shamash Deen, Vill. Lalhetar, Post Office Khushnagri, Tehsil Churah, Distt. Chamba (H.P.) declare that I have changed my minor daughter's name from Archana (Old Name) to Aayat (New Name). All concerned please may notice.

REHMAT ALI
s/o Shamash Deen,
Vill. Lalhetar, Post Office Khushnagri,
Tehsil Churah, Distt. Chamba (H.P.).

CORRECTION OF NAME

I, Neeraj Kumar s/o Sh. Satpal, House No. 367/12, Ramnagar, Tehsil Sadar, Distt. Mandi (H.P.) declare that my daughter's name in her Aadhar Card is wrongly entered as Chhay Mahajan, correct it with her actual & correct name as per Birth Certificate as Chhaya Mahajan. Note all concerned.

NEERAJ KUMAR
s/o Sh. Satpal,
House No. 367/12, Ramnagar,
Tehsil Sadar, Distt. Mandi (H.P.).

CORRECTION OF NAME

I, Brij Lal aged 51 years s/o Sh. Resu Ram, r/o Village Koti, P.O. Pujarli No. 4, Tehsil Tikkar, Distt. Shimla (H.P.)-171 207 declare that Erica is my daughter in Aadhar Card, the spelling of her name has been entered as Aerika instead of Erica (correct name). Now, I want to correct the same.

BRIJ LAL
s/o Sh. Resu Ram,
r/o Village Koti, P.O. Pujarli No. 4,
Tehsil Tikkar, Distt. Shimla (H.P.)-171 207.

CHANGE OF NAME

I, Monika w/o Sh. Prem Kumar, r/o Village Naling Dabling (1/7), P.O. Rupi, Distt. Kinnaur (H.P.) has declared that I have changed my name from "Monika" to Menka (मेनका). Please note all concerned for further.

MONIKA
w/o Sh. Prem Kumar,
r/o Village Naling Dabling (1/7),
P.O. Rupi, Distt. Kinnaur (H.P.).

CHANGE OF NAME

I, Reshma w/o Sh. Manmohan Singh, r/o Village Doghra, P.O. Somakothi, Tehsil Karsog, Distt. Mandi (H.P.) declare that I have changed my daughter's name from baby of Reshma to Dhritika. concerned note it.

RESHMA
w/o Sh. Manmohan Singh,
r/o Village Doghra, P.O. Somakothi,
Tehsil Karsog, Distt. Mandi (H.P.).

CHANGE OF NAME

I, Jashan Kumar s/o Sh. Vijay Kumar, r/o Vill Ghariana (756), P.O. Kanda, Tehsil Kasauli, Distt. Solan (H.P.) has declare that I have changed my name from Jashan Kumar to Jashan. Please note all concerned for further.

JASHAN KUMAR
s/o Sh. Vijay Kumar,
r/o Vill Ghariana (756), P.O. Kanda,
Tehsil Kasauli, Distt. Solan (H.P.).

CHANGE OF NAME

I, Mohammad Rafi s/o Sh. Asmail, r/o Vill Dhaneri (23/298), P.O. Haripur, Distt. Solan (H.P.) has declared that I have changed my minor daughter's name from Nagia to Nazia. Please note all concerned for further.

MOHAMMAD RAFI
s/o Sh. Asmail,
r/o Vill Dhaneri (23/298),
P.O. Haripur, Distt. Solan (H.P.).

CHANGE OF NAME

I, Karan Singh s/o Sh. Ghambeer Singh, r/o Vill. Nahun (121), Distt. Solan (H.P.) has declared that I have changed my minor daughter's name from Aayasha Singh to Aayasha. Please note all concerned for further.

KARAN SINGH
s/o Sh. Ghambeer Singh,
r/o Vill Nahun (121), Distt. Solan (H.P.).

CORRECTION OF NAME

I, Devendar Paul HUF c/o Sood Jewellers, Ganj Bazar Solan, 348/6, Ward No. 6 Solan (T), P.O. Solan, Distt. Solan (H.P.) has declared that, my name is incorrect entered in my HUF PAN Card. I want to correct my name from Devendar Paul HUF to Devinder Paul Sood HUF. Please note all concerned for further.

DEVENDAR PAUL HUF
c/o Sood Jewellers, Ganj Bazar Solan,
348/6, Ward No. 6 Solan (T),
P.O. Solan, Distt. Solan (H.P.).

CHANGE OF NAME

I, Swaran Devi aged 64 years w/o Sh. Subhash Chand, r/o Garh, Tehsil Haripur, Distt. Kangra (H.P.) declare that my name is wrongly recorded as Swarna Devi instead of Swaran Devi in my birth Certificate. All concerned note it.

SWARAN DEVI
w/o Sh. Subhash Chand,
r/o Garh, Tehsil Haripur,
Distt. Kangra (H.P.).

CHANGE OF NAME

I, Kusumi d/o Sh. Kanshi Ram, c/o Subhash Chauhan, V.P.O. Bholar (123/1), P.O. Bholad, Distt. Shimla (H.P.) declare that I have changed my name from Kusumi to Kashmi. Please note all concerned for further.

KUSUMI
d/o Sh. Kanshi Ram,
c/o Subhash Chauhan, V.P.O. Bholar (123/1),
P.O. Bholad, Distt. Shimla (H.P.).

CHANGE OF NAME

I, Rira Devi w/o Sh. Ram Singh, Soon (125) Lagdaghat, Solan, Ramshahr (S.T.), Solan (H.P.) declare that I have changed my name from Rira Devi to Rita Devi. Please note all concerned for further.

RIRA DEVI
w/o Sh. Ram Singh,
Soon (125) Lagdaghat, Solan,
Ramshahr (S.T.), Solan (H.P.).

CORRECTION OF NAME

I, Kuldeep Chand s/o Sh. Krishan Chand, r/o Village Tibbi, P.O. Kuthera, Tehsil & Distt. Hamirpur (H.P.) declare that in my DMAT Account No. UCC:K00068154 client ID KUKA00BD in Reliance Security Limited, my name is wrongly entered as Kuldip Chand Katoch. My old address is Ward No. 02, House No. 163 Near Judicial Courts Complex Tehsil & Distt. Hamirpur, which should be corrected as Kuldeep Chand, r/o Village Tibbi, P.O. Kuthera, Tehsil & Distt. Hamirpur (H.P.). Please correct this. I also declare that Kuldeep Chand and Kuldip Chand Katoch both are one and the same person.

KULDEEP CHAND
s/o Sh. Krishan Chand,
r/o Village Tibbi, P.O. Kuthera,
Tehsil & Distt. Hamirpur (H.P.).

CHANGE OF NAME

I, Kamal Kishor s/o Sh. Ashok Kumar, r/o Kuftu, Thalere Ki Ber, Distt. Sirmaur (H.P.) declare that I have changed my minor son's name from Baby One of Karuna to Saksham. Please note all concerned for further.

KAMAL KISHOR
s/o Sh. Ashok Kumar,
r/o Kuftu, Thalere Ki Ber,
Distt. Sirmaur (H.P.).

CHANGE OF NAME

I, Sandeep Chandel s/o Sh. Bachitar Singh Chandel, r/o Ward No. 4, Vill. Baloh, P.O. Bari Majherwan, Tehsil Ghumarwin, Distt. Bilaspur (H.P.) declare that name of my minor daughter is wrongly entered in her Aadhar Card as Aradhya Chandel. Now, I want to change my daughter's name from Aradhya Chandel to Aditi. Concerned please note.

SANDEEP CHANDEL
s/o Sh. Bachitar Singh Chandel,
r/o Ward No. 4, Vill. Baloh, P.O. Bari Majherwan,
Tehsil Ghumarwin, Distt. Bilaspur (H.P.).

CHANGE OF NAME

I, Ved Prakash Sharma s/o Sh. Sansar Chand, r/o H. No. 76, Basant Vihar, Rakkar Colony Una, Distt. Una (H.P.) hereby declare that I have changed my name from Ved Prakash Sharma to Ved Parkash Sharma. All concerned may please note.

VED PRAKASH SHARMA
s/o Sh. Sansar Chand,
r/o H. No. 76, Basan Vihar,
Rakkar Colony Una, Distt. Una (H.P.).

CORRECTION OF NAME

I, Sumitra w/o Sh. Diwan Chand, r/o Vill. Tikkar, P.O. Balh, Tehsil Padhar, Distt. Mandi (H.P.)-175 012 declare that in my Aadhar Card bearing No. 5583 7542 7689, my name is wrongly entered as Samitra which should be corrected as Sumitra. Please correct this.

SUMITRA
w/o Sh. Diwan Chand,
r/o Vill. Tikkar, P.O. Balh,
Tehsil Padhar, Distt. Mandi (H.P.)-175 012.

CORRECTION OF NAME

I, Santosh Kumari widow d/o No. 1130350 Late Swr. Inder Singh, presently w/o Late Sh. Prithi Chand, r/o Vill. Chamyog, P.O. Sulkhan, Tehsil Bhoranj, Distt. Hamirpur (H.P.) declare that in Army record of my Late father, my name is wrongly entered as Amar Devi. Whereas, my correct name is Santosh Kumari. Please note.

SANTOSH KUMARI
widow d/o No. 1130350 Late Swr. Inder Singh,
presently w/o Late Sh. Prithi Chand,
r/o Vill. Chamyog, P.O. Sulkhan,
Tehsil Bhoranj, Distt. Hamirpur (H.P.).

CORRECTION OF NAME

I, Shabnam Kumari w/o Sh. Rakesh Bharti, r/o Vill. Majhakra, P.O. Sullah, Tehsil Sullah, Distt. Kangra (H.P.) declare that in the matric marksheet issued by CBSE of my minor daughter Ananya Bharti, my name is wrongly entered as Shabnam. Whereas, my correct name is Shabnam Kumari. All concerned please note.

SHABNAM KUMARI
w/o Sh. Rakesh Bharti,
r/o Vill. Majhakra, P.O. Sullah,
Tehsil Sullah, Distt. Kangra (H.P.).

CHANGE OF NAME

I, Tulsi d/o Sh. Joginder Singh, r/o Vill. Gharshal, P.O. Devidhar, Tehsil Chirgaon, Distt. Shimla (H.P.) declare that I have changed my name from Tulsi Sharma (Old Name) to Tulsi (New Name). All concerned please may note.

TULSI
d/o Sh. Joginder Singh,
r/o Vill. Gharshal, P.O. Devidhar,
Tehsil Chirgaon, Distt. Shimla (H.P.).

CORRECTION OF NAME

I, Sanjay Chauhan s/o Sh. Bhupal Singh Chauhan, r/o Village & P.O. Nohradhar, Tehsil Nohradhar, Distt. Sirmaur (H.P.) declare that in my 10th Class Certificate bearing Roll No. 2113426 and 10+2 Class Certificate bearing Roll No. 2213609, issued by Jawahar Novodaya Vidyalaya, Nahan (Board of School Education), my father's name has been wrongly recorded as "Bhaupal Singh Chauhan". That the correct name of my father is "Bhupal Singh Chauhan". That "Bhaupal Singh Chauhan" and "Bhupal Singh Chauhan" refer to one and the same person, namely my father and the variation is due to an inadvertent clerical/spelling error.

SANJAY CHAUHAN
s/o Sh. Bhupal Singh Chauhan,
r/o Village & P.O. Nohradhar,
Tehsil Nohradhar, Distt. Sirmaur (H.P.).

CHANGE OF NAME

I, Himi w/o Sh. Het Ram, Tehsil Arki, Sohara Brahmana (3), Solan (H.P.)-171 102 declare that I have changed my name from Hema (old name) to Himi (new name). All may concerned please note.

HIMI
w/o Sh. Het Ram,
Tehsil Arki, Sohara Brahmana (3),
Solan (H.P.)-171 102.

CHANGE OF NAME

I, Santosh w/o Sh. Rajender Dutt, r/o Chabiul Kharmanji (75) Rarughatti, Sirmaur (Rajgarh), Distt. Sirmaur (H.P.) declare that I have changed my name from "Santosh" to Asha Devi. Please note all concerned for further.

SANTOSH
w/o Sh. Rajender Dutt,
r/o Chabiul Kharmanji (75) Rarughatti,
Sirmaur (Rajgarh), Distt. Sirmaur (H.P.).

CHANGE OF NAME

I, Ram Pratap s/o Sh. Ram Rattan, r/o Village Tamroh, P.O. Mittian, Tehsil Nalagarh, Distt. Solan (H.P.) declare that I have changed name of my daughter from Dixeeta Devi to Dikshita. All concerned to note.

RAM PRATAP
s/o Sh. Ram Rattan,
r/o Village Tamroh, P.O. Mittian,
Tehsil Nalagarh, Distt. Solan (H.P.).

CORRECTION OF NAME

I, Praveen Kumar s/o Sh. Ratan Pal, r/o Village Lahal, P.O. Khani, Tehsil Bharmour, Distt. Chamba (H.P.)-176 309 declare that in my minor son's Aadhar Card bearing No. 3649 7673 5723, his name is wrongly entered as Baby one of Dimple, which should be corrected as Divyansh Kumar. Please correct this.

PRAVEEN KUMAR
s/o Sh. Ratan Pal,
r/o Village Lahal, P.O. Khani,
Tehsil Bharmour, Distt. Chamba (H.P.)-176 309.

CHANGE OF NAME

I, Santosh s/o Sh. Durga, r/o Kuftu, Thalere Ki Ber, (327), Sirmaur (H.P.) has declare that I have Changed my minor daughter's name from Kritka to Kritika. Please note all concerned for further.

SANTOSH
s/o Sh. Durga,
r/o Kuftu,
Thalere Ki Ber, (327),
Distt. Sirmaur (H.P.).

CORRECTION OF NAME

I, Kumari Priyanka d/o Sh. Jai Pal, r/o Village Punner Bharari (130), Sub-Tehsil Nohra, Distt. Sirmaur (H.P.) declare that my correct name is Kumari Priyanka, daughter of Sh. Jai Pal as per my all educational Certificates but in my Aadhar Card my name is mentioned as Priyanka which is required to be corrected in my Aadhar Card as Kumari Priyanka instead of Priyanka. All concerned please may note.

KUMARI PRIYANKA
d/o Sh. Jai Pal,
r/o Village Punner Bharari (130),
Sub-Tehsil Nohra, Distt. Sirmaur (H.P.).

CORRECTION OF NAME

I, Anju Bala d/o Sh. Raghubir Singh, r/o Village Bangarh, P.O. Jakhera, Sub-Tehsil Mehatpur Basdehra, Distt. Una (H.P.) hereby declare that in my PAN Card bearing No. BXVPA8975R, my father's name has been wrongly recorded as Nawab Khan instead of the correct name Raghubir Singh. All concerned please note.

ANJU BALA
d/o Sh. Raghubir Singh,
r/o Village Bangarh, P.O. Jakhera,
Sub-Tehsil Mehatpur Basdehra, Distt. Una (H.P.).

CHANGE OF NAME

I, Pyar Chand s/o Sh. Amin Chand, r/o Village Kunana, P.O. Kot, Tehsil Hamirpur, Distt. Hamirpur (H.P.) declare that I have changed my name form Piar Chand to Pyar Chand. I shall be known as Pyar Chand for all purposes in future. All concerned please note.

PYAR CHAND
s/o Sh. Amin Chand,
r/o Village Kunana, P.O. Kot,
Tehsil Hamirpur, Distt. Hamirpur (H.P.).

CORRECTION OF NAME

I, Guru Dutt s/o Sh. Jagat Singh, r/o Village Dabra Pab Bokala (241), Distt. Sirmaur (H.P.)-173 029 declare that the correct and actual name of my son is Sachin as per his School Certificate & birth Certificate. However the name of son is incorrectly shown as Sacin in his Aadhar Card No. (5969 8863 3438). This is wrong and should be corrected as Sachin in his Aadhar Card. All concerned please may note.

GURU DUTT
s/o Sh. Jagat Singh,
r/o Village Dabra Pab Bokala (241),
Distt. Sirmaur (H.P.)-173 029.

CORRECTION OF NAME

I, Chainchala Devi w/o Sh. Joginder Singh, r/o Village Rainta, P.O. Dhawala, Tehsil Dehra, Distt. Kangra (H.P.) declare that in my Aadhar Card my name wrongly entered as Chainchala Devi which should be corrected as Chanchla Devi. Please correct this.

CHAINCHALA DEVI
w/o Sh. Joginder Singh,
r/o Village Rainta, P.O. Dhawala,
Tehsil Dehra, Distt. Kangra (H.P.).

CORRECTION OF NAME

I, Sunita Devi w/o Sh. Khem Raj, r/o Village Dhab, P.O. Darwa, Tehsil Kasauli, District Solan (H.P.)-Pin-173 206 declare that my name in the C.B.S.E. Matriculation Certificate (Roll No. 17286919) of my son Abhinav Sharma is wrongly mentioned as Sunita. My correct name is Sunita Devi. All concerned please note.

SUNITA DEVI
w/o Sh. Khem Raj,
r/o Village Dhab, P.O. Darwa, Tehsil Kasauli,
District Solan (H.P.)-Pin-173 206.

CORRECTION OF NAME

I, Km. Shalu Devi w/o Sh. Pankaj, r/o Village Kolka, P.O. Dano Ghat, Tehsil Arki, District Solan (H.P.) declare that in my Aadhar Card, my name is wrongly entered as Shalu Devi, whereas, my correct name is Km. Shalu Devi as per all educational & other documents. All concerned please note.

KM. SHALU DEVI
w/o Sh. Pankaj,
r/o Village Kolka, P.O. Dano Ghat,
Tehsil Arki, District Solan (H.P.).

CHANGE OF NAME

I, Ranjeet Singh s/o Sh. Gulzar, r/o Village Sanawar (104), P.O. Sanwara, Tehsil & District Solan (H.P.) declare that I have changed my minor daughter's name from Himagshi to Himangshi. All concerned please note for future.

RANJEET SINGH
s/o Sh. Gulzar,
r/o Village Sanawar (104), P.O. Sanwara,
Tehsil & District Solan (H.P.).

CHANGE OF NAME

I, Padma Verma w/o Sh. Yashvant Kumar, r/o Village & P.O. Waknaghat, Tehsil Kandaghat, District Solan (H.P.) declare that I have changed my name from Kumari Padama to Padma Verma. All concerned department and person please note for future and made necessary changes.

PADMA VERMA
w/o Sh. Yashvant Kumar,
r/o Village & P.O. Waknaghat,
Tehsil Kandaghat, District Solan (H.P.).

CHANGE OF NAME

I, Jagtamba Devi *alias* Sunita Devi w/o Sh. Santosh Kumar, r/o Village Dakri, P.O. & Tehsil Ghumarwin hereby declare that I have changed my name from Sunita Devi to Jagtamba Devi. In future I should be known as Jagtamba Devi. All concerned please note.

JAGTAMBA DEVI *alias* SUNITA DEVI
w/o Sh. Santosh Kumar,
r/o Village Dakri, P.O. & Tehsil Ghumarwin.

CORRECTION OF NAME

I, Sant Kumari d/o Sh. Gyan Chand, r/o Village Shong, Tehsil Sangla, District Kinnaur (H.P.) declare that in my Aadhar Card bearing No. 7652 6006 0559, my name is wrongly entered as Shanu Kumari w/o Sh. Fathu Ram which should be corrected as Sant Kumari d/o Sh. Gyan Chand. Please correct this.

SANT KUMARI
d/o Sh. Gyan Chand,
r/o Village Shong, Tehsil Sangla,
District Kinnaur (H.P.).

CHANGE OF NAME

I, Kavita w/o Sh. Satinder, r/o 46, Wood Field, Subathu, Tehsil & District Solan (H.P.) declare that I have changed my name from Kavita Sood to Kavita. All concerned please note for further.

KAVITA
w/o Sh. Satinder,
r/o 46, Wood Field, Subathu,
Tehsil & District Solan (H.P.).

CHANGE OF NAME

I, Kamla Gurung d/o Sh. Bhudhe Pun Magar, r/o Village Dhamwari, P.O. Tikkari, Tehsil Chirgaon, District Shimla (H.P.) declare that I have changed my name from Kamla Pun Magar (Old Name) to Kamla Gurung (New Name). All concerned please may note.

KAMLA GURUNG
d/o Sh. Bhudhe Pun Magar,
r/o Village Dhamwari, P.O. Tikkari,
Tehsil Chirgaon, District Shimla (H.P.).

CORRECTION OF NAME

I, Yog Raj (41 Years) s/o Sh. Hem Raj, r/o Village Sarog, P.O. Rajain, Tehsil Sihunta, District Chamba (H.P.) declare that my name is wrongly entered in my daughter Anshika Sharma's educational record as Yograj. Whereas, my correct name is Yog Raj. All concerned please note.

YOG RAJ
s/o Sh. Hem Raj,
r/o Village Sarog, P.O. Rajain,
Tehsil Sihunta, District Chamba (H.P.).

CHANGE OF NAME

I, Sagro Devi w/o No. 3971819A Hav. Ranvir Singh Verma, r/o Ward No. 04, V.P.O. Aghar, Tehsil Hamirpur, District Hamirpur (H.P.) have changed my name from Sagri Devi to Sagro Devi *vide* affidavit dated 16-06-2026 before Notary Public Hamirpur (H.P.).

SAGRO DEVI
w/o No. 3971819A Hav. Ranvir Singh Verma,
r/o Ward No. 04, V.P.O. Aghar,
Tehsil Hamirpur, District Hamirpur (H.P.).

CORRECTION OF NAME

I, Sutri w/o Sh. Girdhari Lal, r/o Village Ghisal, P.O. Sach, Tehsil Pangi & District Chamba (H.P.)-176 323 declare that in my Aadhar Card bearing No. 2511 4779 0639, my name is wrongly entered as Sunni. Whereas, my correct name is Sutri. I shall be known as Sutri for all purposes in future. All concerned please note.

SUTRI
w/o Sh. Girdhari Lal,
r/o Village Ghisal, P.O. Sach,
Tehsil Pangi & District Chamba (H.P.)-176 323.

CORRECTION OF NAME

I, Asha w/o Sh. Sunder Thapa Magar, r/o Village Samala, P.O. & Tehsil Rohru, District Shimla (H.P.) declare that name of my son Omic Thapa Magar is wrongly mentioned as Omic Thapa in his Aadhar Card No. 6310 1589 0394. Therefore it should be changed to Omic Thapa Magar in his Aadhar Card. Note the relevant information.

ASHA
w/o Sh. Sunder Thapa Magar,
r/o Village Samala, P.O. & Tehsil Rohru,
District Shimla (H.P.).

नियन्त्रक, मुद्रण तथा लेखन सामग्री, हिमाचल प्रदेश, शिमला–5 द्वारा मुद्रित तथा प्रकाशित
इलेक्ट्रॉनिक हस्ताक्षरित राजपत्र, वैबसाइट https://rajpatra.hp.gov.in पर उपलब्ध है एवम् ऑनलाइन सत्यापित किया जा सकता है।